United States Court of Appeals for the Second Circuit



APPELLEE'S APPENDIX

75-7672

United States Court of Appeals

FOR THE SECOND CIRCUIT

PANAGANGELOS ANTYPAS,

Plaintiff-Appellant

against

CIA MARITIMA SAN BASILLO, S.A.,

and

P.D. MARCHESSINI AND Co., (HELLAS) LTD.,

and

P.D. MARCHESSINI AND Co, (New York) INC.,

and

SS "Eurybates", her boats, engines, tackle and apparel,

Defendants-Appellees.

APPELLEES' APPENDIX

Poles, Tublin, Patestides & Stratakis Attorneys for Defendants-Appellees 46 Trinity Place New York, N.Y. 10006 (212) 943-0110

Lebovici & Safir Attorneys for Plaintiff-Appellant 15 Maiden Lane New York, N.Y. 10038 (212) BE 3-6165



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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	
PANAGANGELOS ANTYPAS,	
Plaintitf,	
- against -	
CIA. MARITIMA SAN BASILIO S.A.,	
- and -	
P.D. MARCHESSINI AND CO. (HELLAS)	DEMAND FOR
- and -	: INTERROCATORIES
P.D. MARCHESSINI AND CO. (NEW YORK) INC.,	:
- and -	
SS "EURYBATES", her boats, engines, tackle and apparel,	:
Defendants.	:

SIRS:

PLEASE TAKE NOTICE, that each of the defendants are hereby required to serve verified answers to the interrogatories propounded herewith within 30 days after the service of the said interrogatories upon counsel for the defendants:

1. Set forth the name, /address and nationality of each member of the Board of Directors of Compania Maritima San Basilio S.A. for the period of time between January 1, 1972 and December 31, 1972.

- 9. Set forth the names, residence address and nationality of each stockholder of P.D. MARCHESSINI AND CO. (NELLAS) LTD. for the period of time between January 1, 1972 and December 31, 1972.
- 10. State with respect to the stock-books of each of the defendant corporations
 - (a) The present location of the stock-books of each such corporation;
 - (b) In whose custody such stockbooks for each such corporation are maintained.
- 11. State with respect to the plaintiff's employment aboard the SS EURYBATES
 - (a) The date when plaintiff joined the vessel:
 - (b) Where the plaintiff joined the vessel:
 - joined the vessel;
 - (d) Whether or not the plaintiff is claimed to have signed any written agreement with respect to his employment aboard the vessel;
 - that plaintiff signed any written

 agreement or agreements with

 respect to his employment aboard

the period of plaintiff's employment aboard the vesselst any place whereat the vessel touched during such period of time.

aboard the EURYBATES during the period of plaintiff's employment aboard the vessel

Inginition .

- a) The name and address of the owner or owners of all such cargo carried aboard the vessel;
- (b) From where to where each such item of cargo was carried;
- (c) The loading facility where all such cargo was taken on board;
- (d) The discharging facility where all such cargo was discharged;
- (e) The name and address of the shipper of all such cargo;
- (f) The name and address of the consignees of all such cargo.
- 17. Set forth a true copy of all cherter parties pursuant to which the SS EURYBATES operated during the period of plaintiff's employment aboard the vessel.
- 18. State the name and residence address of each master who served aboard the SS EURYBATES during the period of plaintiff's employment aboard the vessel.
- 19. Set forth a true copy of all voyage account records received, kept or maintained by each of the defendants during the period of plaintiff's employment aboard the vessel.

of the shore-side person, persons, executive or executives charged with the responsibility for the operation of the EURTHATES during the period of plaintiffs employment aboard the vessel.

21. Set forth the name, address and employer of the shore-side person or persons, executive or executives charged with the responsibility for all accounting and financing with respect to the SS EURYBATFS during the period of plaintiff's employment aboard the vessel.

22. Set forth the name, address and employer of the shore-side person or persons, executive or executives charged with the responsibility for repairing and maintaining the hall and machinery of the EURYZATES during the period of plaintiffs employment aboard the vessel.

23. Set forth the name, address and employer of the shore-side person or persons, executive or executives charged with the responsibility for ships stores and supplies for the vessel during the period of plaintiff's employment aboard the vessel.

24. Set forth with respect to the existence and contents of any insurance agreement or agreements under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse any defendant for payments made to satisfy any judgment herein

- (a) A true copy of all such insurance agreements;
- (b) The date upon which and the name

of each person, firm or

corporation payment

of each premium or call/ with

respect to such insurance that

was in effect during the period

of plaintiff's employment;

- of each agent, employee or representative of each such insurer to whom notice was given of the occurrence of injury suffered by the plaintiff.
- 25. Set forth the name, address and employer of the shore-side person or executive who administrated or handled on behalf of each of the defendants with the insurer heretofore named the personsal injury claim of the plaintiff herein.
- 26. State the name and address of each bank wherein each defendant maintained an account, stating
 - (a) Where each deposit was made of each check or payment made by each shipper or charterer during the period of plaintiff's employment aboard the vessel.
- 27. State the name and address of each mortgages to whom the SS EURYBATES was mortgaged during the
 period of plaintiff's employment aboard the vessel.

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28. State the name and residence address of

each and every Panamanian citizen involved with or having any connection with the ownership, operation, maintenance or control of the vessel EURYBATES, and state the connection of each such.

- 23. State with respect to every Board of Directors' meeting held by each of the defendant corporation during the years 1971 and 1972
 - (a) The date and address at which each such Board meeting was held;
 - (b) The names of all persons present at each such Board meeting;
 - (c) Specify each occasion wherein any such director was represented by someons else as proxy, and the name of the director so represented by proxy.
- 29. State with respect to each corporate meeting of the stockholders held during the years 1971 and 1972 of each of the defendant corporations
 - (a) Where each such meeting was held;
 - (b) The name of each stockholder present at such meeting and the number of shares voted by each;
 - (c) In each such case where a stockholder was represented by proxy,
 state the name of the proxy voting
 said
 the/sheres of the stockholder;

Mr.

- (d) State the name and address of the present custodism of the minute looks of each corporation.
- 30. State with respect to all dividends paid by each corporation to its stockholders



- (a) The date and amount of each such dividend during the years 1971 and 1972;
- (b) The names of each stockholder
 to whom such payments were made.
- 31. State the name, address, and capacity of all personnal serving aboard the EURYBATES during the course of voyage 25% during the year 1972.
 - 32. State with respect to the said wayses 35%
 - (a) When and where the said vessel commenced the said voyage;
 - (b) When and where the said voyage terminated.
- 33. State with respect to voyage 35E of the same vessel
 - (a) When and where such voyage commenced;
 - (b) When and where such voyage terminated.
- and 35E maintained, kept or received by each of the defendants for the period of such voyages.

35. Set forth a true copy of all sailing directions, instructions and correspondence had by each of the defendants by letter, cable, wire, Telex or otherwise with respect to the commencement of voyages 35W and E and during the course of each.

36. Set forth a true copy of all reports, accident reports, or other advices originating from the vessel, with respect to any injury or illness sustained by the plaintiff during the course of voyages 35W and/or 35E, stating

- (a) By whom each such was received;
- (b) The occasion for the making of each such report.
- 37. State with respect to any injury or illness suffered or claimed to have been suffered by the plaintiff during the course of voyages 35W or 35E
 - (a) Each occasion on which a report
 with respect to any such injury
 or illness was reported in any
 log or other record of the SS
 EURYBATES;
 - (b) Whether or not any such injury or illness, has been reported by the vessel or any of the defendants to the P&I insurer for the vessel;
 - (c) If the answer to (b) is in the affirmative, set forth a true copy of any such report, or accident

report furnished by each defendant to such personal injury insurer;

- (d) State the name of the person
 forwarding such personal injury
 report or accident report to the
 personal injury insurer stating
 to whom each such report was sent
 and when.
- 38. Attach a true copy of all operating instructions for the SS EURYBATES for voyages 35W and 35E that are claimed not to have originated from the United States.
- 39. Set forth all medical reports received by each of the defendants with respect to any injury or illness originating or claimed to have originated during the course of voyages 35W and/or 35E of the SS EURYBATES stating with respect to each
 - (a) Who received such report and by whom it was sent;
 - (b) When received by the recipient of such report;
 - (c) The date and amount of each payment made by any defendant in
 connection with any medical treatment received by the plaintiff.
- 40. State the names and addresses of all persons investigating on behalf of each of the defendants

the occurrences or happenings stated in the complaint herein including the names of any persons making any such investigation or report at the direction or request of any insurance company protecting, indemnifying and defending the deferiants in this case.

- 41. State with respect to any investigation conducted by any of the defendants or any persons on their behalf,
 - (a) Whether or not written statements of any uitnesses were secured in the course of such investigation;
 - (b) The name and address of each
 witness from whom any such
 written statement was obtained;
 - (c) The name, address and present
 whereabouts of all persons who
 have present custody of any such
 statements;
 - (d) Set forth a true copy of each of such statements.
- 42. State with respect to any maintenance and/ or medical care provided to the plaintiff by each of the defendants and/or anyone on their behalf
 - (a) Each and every physician and/or medical institution paid by such defendant or on their behalf for medical care provided to the plaintiff;

- (b) The respective dates on which all such medical care will be claired to have been provided;
- (c) Which of the defendants made each such payment, and was such payment reclaimed by it from any other defendant or insurance carrier.
- 43. State with respect to any joint service agreements filed with the Federal Maritime Commission of the United States
 - (a) Whether or not any of the defendants were signatories to any such joined service agreements that were in effect during voyages 35W and 35E in 1972 of the EURYBATES.
 - (b) If (a) is in the affirmative set forth true copies of all such joint service agreements that were in such effect.
 - 44. State with respect to the title 'Marchessimi
 - (a) Whether or not any of the

 defendants were doing business

 under the name "Marchessini Lines"
 - (b) Whether or not the EURYBATES

 during the course of voyages 35W

 35E were engaged in service of

during the year 1972;

Lines"

one of the "Marchessini Lines";

- (c) Whether or not any of the

 defendants had filed with the

 United States Federal Maritime

 Commission any tariffs that were

 in effect during the year 1972;
 - (d) If the answer to (c) is in the affirmative, identify all such tariffs that were in effect during the year 1972.
- 45. Set forth true copies of all agreements in effect in 1972 entered into by any of the defendants herein either with each other or with any other person, firm or corporation relating to the operation and/or management of the SS LURYPATES.
- 46. Set forth a true copy of all voyage accounts maintained by, rendered by, and received by each of the defendants herein with respect to the EURYEATES during the year 1972 indicating
 - (a) Which accounts were maintained by the defendants;
 - (b) Which accounts were received by which defendants;
 - (c) The office in which each such account respectively was put together or maintained in the first instance.

47. Attach hereto a copy of all log-book records of the vessel relating or referring to any accident, injury or illness sustained by the plaintiff while serving aboard the EURYBATES.

PLEASE TAKE FURTHER NOTICE that each such response
to an interrogatory heretofore propounded that will require
uplication of an original document, may be duplicated by
Xerox copy at the expense of the plaintiff.

LEBOVICI & SAFIR Attorneys for Plaintiff Office and P.O. Address 15 Maiden Lane New York, N.Y. 10038

TO: POLES, TUBLIN, PATESTIDES & STRATAKIS, ESQS.
Attorneys for Defendants
37 Wall Street
New York, N.Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PANAGANGELOS ANTYPAS,

Plaintiff, :

- against -

: 73 Civil 4205 (C.M.M.)

CIA MARITIMA SAN BASILLO S.A.,

- and -

P. D. MARCHESSINI AND CO., (HELLAS) LTD.,

ANSWERS TO : INTERROGATORIES

- and -

P.D. MARCHESSINI AND CO., (NEW YORK) INC.,

- and -

SS "EURYBATES", her boats, engines, tackle and apparel,

Defendants.

Answers of defendants CIA MARITIMA SAN BASILLO S.A.,
P. D. MARCHESSINI AND CO. (HELLAS) LTD. and P. D. MARCHESSINI
AND CO., (NEW YORK) INC. to Interrogatories dated November 14,
1974 propounded by plaintiff PANAGANGELOS ANTYPAS:

1. P. D. Marchessini 25 Vasilisis Sophias Athens, Greece Greek

> George J. Georgandopulos 23 Akti Miaouli Piraeus, Greece Greek

Gerassimos S. Kornellos 23 Akti Miaouli Piraeus, Greece Greek

Photis N. Nikitiades 23 Akti Miaouli Piraeus, Greece Greek

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P. D. Marchessini - President
 George J. Georgandopulos - Vice President
 Gerassimos S. Kornellos - Secretary
 Photis N. Nikitiades - Treasurer

. .

- All shareholders are neither citizens or residents of the United States.
 - A. P. Marchessini
 222 East 61st Street
 New York, New York
 United States Citizen

Paul Ganteaume 540 East 20th Street New York, New York United States Citizen

Sydney Cook 220 Elderfield Road Manhasset, New York British Citizen

Mrs. Hazel M. Fabre 3617 Glenwood Road Brooklyn, New York United States Citizen

- A. P. Marchessini President
 Paul Ganteaume Vice President and Treasurer
 Sydney Cook Vice President
 Mrs. Hazel M. Fabre- Secretary
- A. P. Marchessini United States Citizen

Dimitri Marchessini 43A Ovington Square London SWl, England United States Citizen

- 7. Since P. D. MARCHESSINI AND CO. (HELLAS) LTD. is a partnership with limited liabilities under Greek law it has no Board of Directors.
 - 8. None, partnership
 - 9. None
- 10. (a) With the exception of P. D. MARCHESSINI AND CO., (NEW YORK) INC. all stock books are located in Piraeus, Greece.
 - (b) George A. Georgandopulos

- 11. (a) May 27, 1971
 - (b) Rotterdam
 - (c) Oiler
 - (d) See attached employment contract
 - (e) See attached employment contract
- 12. (a) See attached itinerary
 - (b) None
- 13. Yes
- 14. (a) Between Far Eastern ports, United States East Coast ports and the ports of various Northern European countries.
 - (b) All the time
- 15. Since the sale of the SS EURYBATES on November 1, 1974, the doucments requested cannot be readily located. However, efforts are continuing to locate said documents. In the event said documents are procured, a copy of them will be forthwith sent to your office.
- 16. Since the sale of the SS EURYBATES on November 1, 1974, the information requested cannot be readily located. However, efforts are continuing to locate said documents. In the event said documents are procured, a copy of them will be forthwith sent to your office. In addition, the information requested in this interrogatory is almost impossible to obtain since much of the information requested may no longer be available.
 - 17. None
 - 18. Captain N. Vayanos 147 Voriou Ipirou Street Athens, Greece Greek Citizen
- 19. Since the sale of the SS EURYBATES on November 1, 1974, the documents requested cannot be readily located. However, efforts are continuing to locate said documents. In the event said documents are procured, a copy of them will be forthwith sent to your office.

- 20. The owners employed numerous personnel throughout the world that were charged with the responsibility for
 the operation of the EURYBATES during the period of plaintiff's
 employment aboard the vessel. The owners do not have available
 the name, address and employer of each such person.
- 21. The owners have employed numerous personnel in Greece charged with the responsibility for all accounting and financing with respect to the SS EURYBATES during the period of plaintiff's employment aboard the vessel. The name, address and employer of said personnel is not available from the existing records of the owners.
- 22. The owners employed numerous personnel throughout the world that were charged with the responsibility for
 the operation of the EURYBATES during the period of plaintiff's
 employment aboard the vessel. The owners do not have available
 the name, address and employed of each such person.
- 24. (a) The rules and regulation of the Oceanus (Bermuda) P & I Club.
 - (b) The owners paid all premiums.
 - (c) Lamorte, Burns & Co., Inc. One World Trade Center Suite 3147 New York, New York

Messrs. G. & N. L. Daniolos 27 Prossopoulo Street Athens, Greece

- 25. Messrs. G. & N. L. Daniolos 27. Prossopoulo Street Athens, Greece
- 26. The owners utilized numerous banks throughout the world for the deposit of each check or payment made by shippers. The name and address of each bank wherein each defendant maintained an account has changed on numerous occasions and records thereof cannot be accurately determined.
 - 27. None

- 28. All Board of Directors Meetings of each defendant which is a foreign corporation were held in Greece.
- (a) The defendants are currently reviewing their corporate records and will shortly file supplementary answers in this regard.
- (b) The defendants are currently reviewing their corporate records and will shortly file supplementary answers in this regard.
- (c) The defendants are currently reviewing their corporate records and will shortly file supplementary answers in this regard.
- 29. All stockholder meetings for each defendant corporation which is a foreign corporation was held in Greece.
 - 30. None
 - 31. See attached crew list
 - 32. (a) Yokohama
 - (b) Hamburg
 - 33. (a) Hamburg
 - (b) Yokohama
- 34. Since the sale of the SS EURYBATES on November 1, 1974, the doucments requested cannot be readily located. However, efforts are continuing to locate said documents. In the event said documents are procured, a copy of them will be forthwith sent to your office.
- 35. Since the sale of the SS EURYBATES on November 1, 1974, the documents requested cannot be readily located. However, efforts are continuing to locate said documents. In the event said documents are procured, a copy of them will be forthwith sent to your office.
 - 36. See attached log abstract
 - . (a) By the Master

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- (b) The chief officer reported to the Master plaintiff's desire to debark from the vessel in Yokohama in order to seek medical attention. Upon receipt of this information and as is the normal practice aboard the vessel an appropriate log entry was made.
 - 37. (a) See attached
 - (b) Yes
 - (c) See attached
 - (d) Messrs. G. & N. L. Daniolos
- 38. Since the sale of the SS EURYBATES on November 1, 1974, the documents requested cannot be readily located. However, efforts are continuing to locate said documents. In the event said documents are procured, a copy of them will be forthwith sent to your office.
 - 39. (a) See attached
 - (b) See attached
 - (c) See attached
 - 40. Messrs. G. & N. L. Daniolos and John Kissanis

.;

- 41. (a) Yes
 - (b) See attached documents
- (c) The present location of such persons is unknown.
 - (d) See attached documents
 - 42. (a) See attached
 - (b) See attached
 - (c) See attached
 - 43. (a) Yes
 - (b) See attached
 - 44. (a) Yes
 - (b) Yes
 - (c) Yes
 - (d) Since the sale of the EURYBATES on

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November 1, 1974, the documents requested cannot be readily located. However, efforts are continuing to locate said documents. In the event said documents are procured a copy of them will be forthwith sent to your office.

45. See attached

- 46. (a) Since the sale of the SS EURYBATES on November 1, 1974, the documents requested cannot be readily located. However, efforts are continuing to locate said documents. In the event said documents are procured a copy, of them will be forthwith sent to your office.
- (b) Since the sale of the SS EURYBATES on November 1, 1974, the doucments requested cannot be readily located. However, efforts are continuing to locate said documents. In the event said documents are procured a copy of them will be forthwith sent to your office.
 - (c) Piraeus, Greece

47. See attached

Dated: New York, New York February 6, 1975.

POLES, TUBLIN, PATESTIDES & STRATAKIS

A Member of the Firm Attorneys for Defendants Office and P. O. Address 37 Wall Street

New York, New York 10005

TO: LEBOVICI & SAFIR
Attorneys for Plaintiff
Office and P. O. Address
15 Maiden Lane
New York, New York 10038

	EYMOONOS TO LINE LITTALIAL
	ΣΥΜΦΩΝΩΣ ΤΩI. N. Δ. (ΔΡΘΡΑ 53 & 54) A 23
1.	YYMBAAAOMENA MEPH
	Εν Πειραιεί σήμερος τής 24την Εαΐου 197Ι οί κάτωθι:
	α) Άφ' έν'ς δ' Εκπούσωπος εν 'Ελλάδι τοῦ Πλοιάσχου κ. Γεώργιος Ι. Γεωργαντόπους Ακτή Κιαούλη 5, Πειραιεύς τοῦ Α/Η ΕΥΡΥΒΑΤΗΣ ΦΟΡΤΗΓΟΝ ΣΤΡΟΒΙΛΟΚΙΝΗΤΟΝ ΚΑΤΑΣΚΕΥΗΣ 1961 Σημαίας ΕΛΛΗΝΙΚΗΣ Αναδονίου ΠΕΤΡΑΤΩΣ ΤΑΣΕ ΜΑΙΑ
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	TOU THY THE THE TANK AND THE TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR
	καὶ κατοικῶν εἰς ΠΕΙΡΑΤΑ ΕΕΝΟΦΩΝΤΟΣ 78
	συνεφωνήσαμεν την έπὶ τοῦ ἀνωτέρω σκάφους ναυτολόγησιν τοῦ δευτέρου ἐκ τῶν συμβαλλομένων συμφώνως τῶν ὅρων ἐργασίας τῆς Ἑλληνικῆς Συλλαγικῆς Συμβάσεως Ναυτικῆς Ἐργασίας ὡς ἐπίσης καὶ ὑπὸ τοὺς κάτωθι συμφωνηθέντας εἰδικοὺς ὅρους:
2.	EIAIKOI OPOI
	α) Βαθμός η Είδικότης Ναυτολογήσεως Αιπαντής
	β) Μηνιαίος Μισθός - 78 8μ
	The state of the s
	δ) Τραυματισμοί και ασθένειαι θα διέπωνται συμφώνω; τῷ Ελληνικῷ Νόμῷ καὶ τῆς 'Ελληνικῆς Συλ- λογικῆς Συμβάσιως Ναυτικῆς 'Εργασίας τοῦ δευτέρου τῶν συμβαλλομένων ἀποδεχομένου ὡς μη- νιαῖον μισθὸν ἀσθενείας (Νοσηλεία εἰς Νοσοκομεῖον 32,04) καὶ (Νοσηλεία ε. ἡς Νοσο- κομείου 40,44). Η ἄσα δὲ ἀπαίτησις ἢ διαφορὰ διὰ τραυματισμὸν ἢ ἀσθένειαν ὁ δεύτερος τῶν υμβαλλομένων συμφωνεί ὅτι θέξος δε
	καστηρίων. ε) Συμφωνείται ὅτι ἡ μισθοδοσία τοῦ δευτίρου ἐκ τῶν συμβαλλομένων ἄρχεται ἀπό τῆς ἡμέρας ἐπιβιβάσεως καὶ ταυτολογήσεως τούτου ἐπὶ τοῦ ὡς ἄνω ἀναφερομένου πλοίου. στ) Συμφωνεῖται ὅτι αὶ εἰς τόν ναυτικόν καταβαλλόμεναι διάνοσος ἐπὶ τοῦ ὑς ἀνω ἀναφερομένου πλοίου.
	καστηρίων. ε) Συμφωνείται ὅτι ἡ μισθοδοσία τοῦ δευτίρου ἐκ τῶν συμβαλλομένων ἄρχεται ἀπό τῆς ἡμέρας ἐπιβι- βάσεως καὶ ναυτολογήσεως τούτου ἐπὶ τοῦ ὡς ἄνω ἀναφερομένου πλοίου. στ) Συμφωνείται ὅτι αὶ εἰς τόν ναυτικόν καταβαλλόμεναι διάφοροι ἀπ μιώσεις ἥτοι ἐπίδομα Κυριακῶν ΙΙο/ο, ἐπίδομα ὑπερενιανσίου.
	καστηρίων. ε) Συμφωνείται ὅτι ἡ μισθοδοσία τοῦ δευτίρου ἐκ τῶν συμβαλλομένων ἄρχεται ἀπὸ τῆς ἡμέρας ἐπιβι- βάσεως καὶ ναυτολογήσεως τούτου ἐπὶ τοῦ ὡς ἄνω ἀναφερομένου πλοίου. στ) Συμφωνεῖται ὅτι αὶ εἰς τόν ναυτικόν καταβαλλόμεναι διάφοροι ἀπ μιώσεις ἥτοι ἐπίδομα Κυριακῶν ΙΙο/ο, ἐπίδομα ὑπερενιαυσίου ὑπηρε ἡ εἰς χρῆμα ἄδεια, ὑπολογίζονται ἐπί τῆ βάσει τοῦ ὑπό τῆς Συλλον
2	καστηρίων. ε) Συμφωνείται ὅτι ἡ μισθοδοσία τοῦ δευτίρου ἐκ τῶν συμβαλλομένων ἄρχεται ἀπὸ τῆς ἡμέρας ἐπιβι-βάσεως καὶ ναυτολογήσεως τούτου ἐπὶ τοῦ ὡς ἄνω ἀναφερομένου πλοίου. στ) Συμφωνεῖται ὅτι αὶ εἰς τόν ναυτικόν καταβαλλόμεναι διάφοροι ἀπ μιώσεις ἤτοι ἐπίδομα Κυριακῶν ΙΙο/ο, ἐπίδομα ὑπερενιαυσίου ὑπηρε ἡ εἰς χρῆμα ἄδεια, ὑπολογίζονται ἐπί τῆ βάσει τοῦ ὑπό τῆς Συλλογ κῆς Συμβάσεως προβλεπομένου μισθοῦ.
2	καστηρίων. ε) Συμφωνείται ὅτι ἡ μισθοδοσία τοῦ δευτίρου ἐκ τῶν συμβαλλομένων ἄρχεται ἀπὸ τῆς ἡμέρας ἐπιβι- βάσεως καὶ ναυτολογήσεως τούτου ἐπὶ τοῦ ὡς ἄνω ἀναφερομένου πλοίου. στ) Συμφωνεῖται ὅτι αὶ εἰς τόν ναυτικόν καταβαλλόμεναι διάφοροι ἀπ μιώσεις ἥτοι ἐπίδομα Κυριακῶν ΙΙο/ο, ἐπίδομα ὑπερενιαυσίου ὑπηρε ἡ εἰς χρῆμα ἄδεια, ὑπολογίζονται ἐπί τῆ βάσει τοῦ ὑπό τῆς Συλλον

1000s

(1)

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ΥΠΕΥΘΥΝΟΣ ΔΗΛΩΣΙΣ

'Ο κάτωθι ύπογεγοαμμένος ΠΑΠΑΓΑΓΓΕΛΟΣ ΑΠΣΥΠΑΣ άναχο	noov
πρός ναυτολόγησιν έπὶ τοῦ Λ/H "ΕΠΡΙΕΛΙΙΙ" δηλῶ ὑπευθ	lórms
καὶ ἐν γνώσει τῶν συνεπειῶν τοῦ Νόμου περὶ φευδοῦς δηλώσεως ὅτι οὐδέποτε εἰς τὸ παρελθὸν ἔχ	
κτηρίσθην ώς DETAINEE ή DEPORTED παρά των Μεταναστευτικών 'Αρχών των 'Πνωμίνων Πολα	renov
*Αμερικής ή Καναδά ή έτέρας χώρας ώς επίσης ὅτι οὐδίποτε εἰς τὸ παρελθὸν εδραπέτευσα εἰς λιμ	
τών ώς άνω επικρατειών. Προσέτι δε άναλαμβάνω την εθθύνην και ύποχρέωσιν όπως, είς περίπτ	יוזטוט
δραπετεύσεώς μου είς το έξωτερικόν, έπιστρέφω είς το ώς άνω πλοίον άπαντα τα δαπανηθέντα δι' έ	Eosa
ναυτολογήσεως καὶ ἀποστολής μου παρέχων ἀπὸ τοῦδε εἰς τὸν ἐν Ἑλλάδι ἐκπρόσωπον τοῦ ὡς ἄνω πί	λοίου
τὸ δικαίωμα τῆς εἰσπράξεως τούτων διὰ παντὸς νομίμου μέσου.	

Εν Πειραιεί τη 24η Καΐου 1971

Ο ΥΠΕΥΘΥΝΩΣ ΔΗΛΩΝ

S/S ELLRY BATES - VOY 30

1970

ROTT & DAM: ARR 9/27 0300 708 961 SLD 10/1 18.30 708 1675 BUNKERED 766T

ANTWERP: ARR 10/2 09.30 540 10/3 22.25 FOB 1637

POSITION: 10/9 43.34N 47.17 W PRESENT SPEED 15.7 W-GALE
ETA PILOTS 1800 12TH; BALTIMORE 12EH
10/12 09.30 LT 38.58N 73.16 W 17.5
ETA PILOTS 1500 BALTIMORE 2200 12TH

BALTIMORE: ARR 10/12 22.40 ANCHORAGE

DOCKED 0700 13TH W/S - 9 LOCUST POWF

FOR 1177 ETS 1800

ShD 10/13 19.15 FOB 1170

NEW YORK: ARR ANCHORAGE 10/14 15.20 FOB 1130 DOCKED 10/14 19.30 SLD 10/16 18.10 FOB 1106

CHARLESTON: ARR 10/18 06.35 FOB 1035 Shi) 10/20 00,20 FOB 1015

POSITION: 10/22 18.58 N 74.41 W 15.5 100 48

ADVERSE WERTHER FIRST 48 HRS PRESENT SPEED 16.3

ETA CRISTOBAL 0300 24711

CRISTOBAL: ARR 10/24 0520 FOB 808
BALBOA: SLD 10/25 0235 FOB 1733 BUNKERED 9.537

POSITION: 16/28 10.09 N 99.27 W 15.7 100 48

10/31 11.04 N 119.0 W 16 160 48

11/3 11.18 N 139.50 W 17 101

11/6 11.53 N 161.03 W 16.7 160.6

11/9 12.24 N 178.17 E 16.6 160.5

11/12 12.55 N 156.57 E 17 160.5

11/15 12.48 N 136.21 E 16.7 160.5 ETA MANNA 2300 1:

S/S EURY BATES - VOY. 30

1970/11

FIRMULA ARR 11/19 04.15 VIEW STRONG TYPHOON AUTHORITIES

DECLARED FORT CLOSE'S EARLIEST DOWNING

OLDO 20TH

SUD 11/21 2400 FOB 445

HUNG KENG: ARR 11/23 1600, 703 355 ET) 25 PM BUNGERED GEOT SLD 11/25 19.30 FCB 933 ETA KACHSIUNG 1700 26TH

KACHSINING: ARR 11/26 21.10 FCB 876 BERTHED 22.20 ETD 2100 27TH SLD 11/27 19.00 ETA KEELUNG 0900 28TH

KEELUIG: ARR 11/28 11.45 BERTHED 1760 SLD: 11/29 23.30 ETA PUSAN 1760 IST

PUSAN: ARR 12/1 21.00 BERTHED 07.30 2ml ETD 0700 3RD SIND 12/3 19.00 FOB 690 ETH KO35 1600 47H

(UBE: ARR 18/4 21.15 70B 627 ETD 6TH Sh.D 12/6 14.10 TOB 610

1 990YA: ARR 12/7 04.45. FOB 576 ETD 2100 HRS; YULCHALA BERTH OCC.

SLD 12/12 17.30 FOB 1744 BUNKERED 1249 T

05/17/20: 13/16 37.36 N 163.22 E 94 13.4 GALE PRESENT 16.2 13/19 40.08 N 164.56 W 15.67 GALE 16.2 12/23 34.03 N 133.50 4 102 16.3 12/27 21.35 N 103.55 W 102 16.11 18/30 11.58 N 91.30W 101.3 16.25 ETA BALBOM 1900 1ST

BAL, TA: ARR 1/1 19.10 FOB 722 COM. TRANSIT 19.28 CISTOEML: SLD 1/2 02.50 ETA AMBROSE 0300 774

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S/S EURY BATES - VOY 30 (CONT.)
    POSITION: 1/2 11.28 N 78.48 W 49.9 15.5
11 1/3 16.55 N 75.53 W 49.4 15.37
                                          15.37 ROLIGH SEA
                 22,39 N 74.28W 100.6 15.62
                    ETA AMBROSE 0630 7 TH
             1/5 29.13 N 74.30W 101.8
                                           16.5 ETH 0530 774
             1/6 0700 MRS 33.16N 74.14 W 16.5 PRESENT SPEED 16
                   ETA AMBROSE 0630 7TH NP
    NEW YORK: ARR 1/7 0500 708
              SLD 1/12 1700 FOB BUNKERED
    POSITION: 1/15 42.50N 51.36W 102.7 16.04
                    ETA ROTTERDAM 1700 21ST
    PASSED HOOK OF HOLLAND : 1/21 1600
    ROTTER DAM. ARK
     ANTWERP ARE 1/30
     ROTTERDANISS EURY BATES - VOY 31
ANTWERT ARR. 1/30 SLO. 2/1
  LONDON: ARR 1/25 0200 COMMENCED 0700 5 GANGS
  LEHAURE 540 2/3 0300 LOADED 500MT/D/T)
  Position: 2/5 49.07N-22.53W-102.8 17.24
            2/8 42.39 N 51.24 W 1026 15.64 Gale 271 Ballo 3/11 61
            2/9. GALE-WEATHER PRAITTING LIA AMBROSE 0600 2/11
  NAWYORK FRR. R/11 AMDROSE (230 8 -
            BERTHED 3/11- 10,30 FOB 11027
      .2/12.
            SAILED FOR BALTIMORE BUILDS FOR 1100 T
Dithi:
      2/13 ARR. BALTIMIRE ISON HAS DOCKED 1700 HRS
           FLLAY A/C FOR 1050 T
      2/16- SED- 1315 HAS FOB 6010 T
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S/S ERRYBATES, VOY. 31

1971 CHARLESTON: ARR. 2/17. 23.20 FOB. 942 T DOCKED 2/17- 2330 4Kg. 2/18 0800 Com. Discharging & LOADING. SLD= 2/00 0650 FOB 415T FW 105- PRAFT F 2410 DRAFT A-2706 = CARGO FINISHED 0600 2/20 LOADED 3212 LT. DISTREGED 66.97 LT. POSITION: 2/22 - 2024N- 7400W-100.8-15.59 ROVEH SEA ETA CRISTOBAL 0800 2/24 CRISTOBAL: ARR. 2/24 1026 FOB 712 TRANSITS 2/25- 1230 (RECAINT LOCK OVERHAUL & PORT CONGESTION) BALBOA: SLD- 2/25/1018

BALDOA: SLD- 2/25/1018

BUNNERED 1061-TOTAL-17507. l'esiTion; 3/1- 11.19 N-105,36 W-101.3-16-53. 3/6-12.55.4-132 55 10-100.5. 16.46-110-12.58 V-160, 13 W-101.2-16.62-3/14-12-40 N-171.5-4 E-101.0-16.4-3/18-13.1011-144.44 E-100,5-16.26-ETA MANICA 3/22 0700 MANILA: ARR. 3/22 1155 HRS DOCKED 1315- FOB 552 T. ETD 3/24-1800 HAS. 51.1. 3/25.0220 HRS FOB 517 T- KTA HONG KING 3/26-18CD HRS HONG KONG-ARR. 3/26-18/5 HRS- MOCRED 2000HRS FOB 430 ETD 3/28 PM-SLD- \$28 1730 FOB 1006 ETA KACHSIUNG \$29 1600. KHOHSIUNG ARR. 3/29 1430 FOB 962 BERTHED 1650 FTD 3/30 NOON SLD. 3/30 1600 FCB 948 FTH KEELUNG 3/31 6600 I'EELUNG ARR. 3/31-0820 BERTHING 1600 ETD 4/1- NIGHT SLD-4/2-1200 ETA PUSAN 4/4 MORNING USAN: ARR. 4/4 0930 DOCKED 10,30 ETD 4/5 11.00 FOB 798T SLD- 4/5 0700. FOB 7857 KONED 19707 COBE; SLD. -1/7 2400 FOB 1216 RECTION 499.12 BERTHING YOKCHAMA 4/9-0,800 DEE LATE ARRIVAL TOWIGHT

OKOHAMA! ARR- 4/8 2230 FOB 1166 T SLD 4115 0650 FOR ITAC :NO COC

		A 29
	•	SS EURIBATES, VOY- 31 1971
PositiON		4/19. 42.04N 171.21W 16.25 101.4 4/23-40.13 N 105.09 W 16.26. 102- 4/26-30.59 N 125.46 W 16.30 102- 4/30 17.12N 104.40W 16.51 101.8 Etc.: BALBER 5/4 N
BALBOA	ARR:	5/4 1514 FUB 720 TRANSITS 5/5 04,30
CRISTOBAL	- ARR: SLD:	5/5 5/5 1208 ETA YOURS 0800 5/10.
		5/8-25.24 N. 74.39 W 99.7 - 16.4 ETA MABRESE S/10 14. 5/10 31.25 N - 73.09 W -100.8 - 13.5, PRESENT SPEED 16 KN
NEW YORK	ARR. SLD	5/11. CO10 (PILCT) DOCKED 0350 FOR 425 T.
POSITION:		5/17. 44.11 N- 45.30 W 101.3 16.36 CANDITION SHTISFACE 5/20- 49.26 N. 19.45 W-101- 15.71 - ROUGH SEA ETA TILBURY 5/22 2330.
LONDON:	ARR:	5/22 - DeckED 2130 5/26 1600
RITTERDIM:	ARR: SLD	5/27 -0420 FOB 190 BLINKERED 1503 5/29-1200 FOB 1617-
ANTWERP:	ARR:	5/29 - 2140 5/30-1400 FOB 1596 T
POSITION:		6/2 - 49.24N 2204W 16.08 102.7 6/7 - ETA AMBROSE 6/8-0300
NEWYORK	ARR:	6/5-
BALTIMORE:	HRK: SLD:	6/11- 1305 DOCKED = FOB 1097 = ETD PM TODAY-
CHARLES TON:	AKR: SLD:	6/13- DOCKED 2000 FOB 1010T 6/15 2325 FOB 984 FW 110 T
Position:		6/18 17.49 N. 75.18 W- 49.2-16.4 ETA CRISTOBAL 6/19 2300
-K1310 BAL.	HRR.	6/20 co-co Foa 750 Tourist
BALBOH.	ARR: SLD:	4/20 2004 - 6/20 2004 FOB 1777. histed 1007 7 (2) -

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A 30
                       S.S. EURYDATES, VOY. 7/ 32
   POSITION:
                                                                 1971 .
                     1/24- 1150 N 101.58 W-49.4-16.01
                     6/28- 13.04 N-128.48 2- 47.3-16.13
                     1/2- 13.04 N-156.08 W- 19.1-16.60
                     7/7 - 13.02 N-176.31 E - 49.4-16.40
                     7/11- 13.10 N- 149.22 £ - 99.0 - 16.27
                    7/14 13.04N-128.57 E - 79.0 16.19
                         TYPHEON PERMITTING ETA SUBIC BAY 7/16 0500
 - Suzic Bay
             ARR: 7/16 0505 FOB 532 DOCKED 0850
                        ETD EVENING 18TE DAYLIGHT 19TH.
   MANILA
                   7/19 0800 STILED MANILA 495 TONI BUNICER
   SUBIC
                  7/19 1245 ARRIVED SUBJE ETD 2300
                  7/19 2315 SAILED SUBIC ETA HONE, KONG, 1000, 215T.
                 7/22 HK REPORTS DUE TYPHOON GTA NEW 23 0700
   HONG KONG
                 7/23 ARRIVED OSCO BUNKERS 334 ETD AM ZITH.
                 7/25 SAILED . 1900 FOB 905-
                       ACCORDING TORYOS INSTRUCTIONS HAUS
                        INSTRUCTED MASTER PROCEED WEELUNG
  NEELUNG:
  "isAN:
              ARR: 7/24-0530 BERTHED 0800 ETD 7/30 pm.
 NOBE:
              ARR: 7/31 1300 FCB 671
              SLD: 5/1 2100 FOB 1153 INCLUDING 499.34 TAKEN.
 YCheNAMA:
             AKR:
                    8/2 1990 FOB-110G.
             SLD: 8/7 1800 FOB. 1752 INCLUDING 689 REPLEN.
 l'isiTioN:
                    8/11 - - 41.34 N 165.59 E 15.76 100,5 Rough Sen
                    9/13 - -11.10 K - 160.27 W - 16.0 - 100,3.
                   8/18 - 33.07 N. 130.36 W- 16.0- 100.5
                   8/22 - 20.16 N- 106.41 W - 16.0 - 100.7

3/26 05.39 N- 54.35 W - 15.63 - 49.9
                         POSTON SEA ATT. BALBOA 8/27 1300.
BULBOA: PKK:
                  8/27 1410 FOB 760 TRANSITS 1900
                   ETD CRISTORIL 8/28-0300
ALBOA:
                 8/28 DELAYED TRANSIT ACCOUNT FOR
                  ETD CRISTOBAL 8/28 1300
RISTORAL. SLD: 8/28 1240 FOB 742- ETA AMBROSE 9/2 0900
                9/1- equo 32.32 N-711.15 W. PRESENT Speed 16.4
WEATHER PERMITTING LTA AMBROSE 7/2 1330
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Position:

4/1- REQUEST FOR N PRATIQUE ETA APPROSE 4/2 1330 - ALL HNS: ERS NEGHTIVE

4/1- FREE PRATIQUE GRANTED DICKING ON ARRIVAL. PIER & STATEN ISLAND SOUTH SIDE

HEW YORK: ARR: 4/2 1730 FOB 502-REPL. 300 T.

POSITION: 9/12 <15.14 N 43.40 W 16.64-101.5

ROTTERDAM: ARR: 9/17 1715 FOB 305- REPLENISHED 1497.8 T SLD: 9/18 1840 FOB 1798

LONDON: ARR: 9/19 1020 FOB - . ETS 9/21 PM: ETS ANTWERP 9/23 FOR FLUSHING

SLD: 4/21 2150

SIS EURYBATES, VOY. 1=33

ANTWERZP. ARR: 4/22 1645 FOB 1720 ETS TONIGHT FOR. SLD: 9/24 0115 FOB 1707 FURSHING DRYDOCKING

FLUSHING: ARR: 9/24 0730. PRYDOCKING + REPAIRS 540 9/30 0500

HAMPURG: ARR: 10/1-10/1 1445 NY FOR ORDERS SLD

PosiTiON: 10/4 49.31N-17.35 W-16.74-103

(FRUM N.Y) 10/6- PROCEED IMMEDIATELY MANILA VIA CAPE OF GOOD HOPE REPEAL CAPE OF GOOD HOPE CONFIRM -

10/6- PLEASE IGNORE WIR CABLES STY AND GTH REQUESTING YCH PROCEED MANICA VIA CAPE OF GOOD HOPE STOP INSTEAD PLEASE NOW PROCEED KEIWEST FOR ORDERS STOP GENFIRM HAD TELEGRAPH PRESENT POSITION AND ETA KEYWEST STOP IMPERATIVE MAINTAIN CLOSEST POSSIBLE RADIO WATCH.

POSITION:

10/6- YOURS KEYWEST CRIDERS CONFIRMED POSITION 2200 GMT - =14.15 N - 35,45 W ETA KEYWEST 1900 10/12 10/8- 39.29 N- 49.32 W- 104.5-17.06 10/10-33 18 N - 64 SIN-104-6-11/24.

10/12 Position 0800-27-48 N. 78.37 W ETA KETWEST 0300 10/13 FROM NIW YORK TO EB.

NEW PROJECT CRISTOBAL FOR TRANSITING PANAMA CANAL STOP PETER SAILING BALDON PROCEED MANIEN ALONG GREAT CIRCLE TRACK MEETING CLOSE RADIO WATCH ITS SOME POSTEY MAY DEVIATE YOU TO WEST COME FOR ADDITIONAL CARGO GONDIO.

. 1971 OSITION: 10/12 - YOURS 10/12 CONFIRMED ETA CRISTOBAL 1600 10/15 BUNKERS ON ARRIVAL 900 TONS. LEW YORK GB. 10 V- YOURS 12TH PRRANGE TAKE MIXIMUM BUNKERS PANAL AS USUAL SUPPLIERS MEBIL STOP ADVISE TOTAL DIW BASIS FULL BUNKERS. CSITION: 10/14 - 15-47 N- 76.26 W. 17.64-104- ETA CRISTOBAL 10/15 1400 ISPUBBLE ARE 10/15 ARRIVED 1410 ISTH WITH 950 FURTH TRANSITS 0300 1671 ALBOA SLD 10/16 LIFTED SGAF SAILED 1027 16TH F 1900 SITION 10/3 - 1211N 9155W- 104.5 - 17.28 10/20 - 1835N 10437W- 104.5 - 17.20 +1 10/23 - 27.40 N 125.50 W. 104.0 - 17.51 10/27 - 33.58 N . 157.50 W - 103.5 - 17.22 1 11 11/1- 31.03 N 168.37 E - 103.5 - 17.45 11/5. 20.28 N- 138.46 E - 103.5 - 17.55 ETA MENILE 1/8-1100-NILA ARR. 11/8 1030 FOB 600 DOCKED 1335 ETD EVENING 10TH 11/11- 0735 FOB 570 ETA HONG KONG 127 1900 N house ARR. 11/12 2230 FOB 500 ETD MY 14 TH SLD: 11/14-0500 FOB 450 ETH KADHSIGNE DAYBRENK 1574 LOADED APPROX. 900 T ASTUNE ARR: 11/15 SLD. 11/15 2230 FOB 440 ETA KEELUNG 167 1300 ELUNG ARR: 11/16 1510-BERTHED 1700 ETD 1751 EVENING SLD 11/17 1740 ETH PUSAN 19TH MORNING AN- MAR 11/19. SLD 11/21 2230 FOR 1750 INCLUDING REPLEN. 1470 T HAMA ARR 11/24 0140 FOB 1640 FTD 350 SID. 12/3 1615 FOB 1530- (FOR KOBE) ARR: 12/4 1430 FOB 1482 ETD 774 SLD: 12/8 0910 FOB 1710 INCLUDING 249.74 REPLENISHMENTS. ion 12/12 - 28.11N 163 50 E 160 101.6 49 12/16. 23/3 N 17/20W-99-14.22 REGEN SEA 12/20. 18.09 N 175.21 W- 49.5-15.21. 12/23 14.68 A 120.28 W 101-16.66 DCA ARR: 12/30. 0635 TRANSIT 1300 ETD CRISTOBAL 2030

S. CBAL SLD 12/30 2002 FOB 576- HIL PASSENGERS.

S.S. EURYBATES, V/33

POSITION

1/2 24.30 N 74.36 W 48 15.33 ETA AMBROSE 1/4 2200 1/4 E. H AMBROSE 2200 1/4 -

NEW YORK ARR: 1/4 2230 PILOT. ANCHORED 2350 1/5 0700 BERTHED- FOR 317- REPLENIS. D 500 T.

520: 1/8 1700- FOB 765

POSITION

1/11 42.48 N - 50.00 W 102.5 - 16.69. 1/14 45.57 N. 24.67 W 101- 16.33- STORM WEATHER PERMITTING ETA ROTTERDAM 1754 1700

1/17 ETA ROTTERDAM 18TH 0130 RETTERDAM HER. 1/15 0430 FOR 324 SLD 1/19 2100 FOB 301

LENDON- ARR 1/20 1200, ETS 22 1200

S/S EURYBATES, V/34

11AMBURG ARR 1/23 1900 ETS 24TH 1900 SLD 1/24. ETA ANTWERP 26TH 0200 CONMENCINE 0600

HNTWERP ARR 1/260130 COMMENCED 6600=ETS 2772 1700 SLD 1/27 2000 FOB 17/7

POSITION 1/31. 48.08N 27.50W 96 14.7 STORM PRESENT SPEED 10.5 2/2 47.43 N 39.01 W 8.54 - 94,3 PUE VARLENT STORM PRESENT SPEED 8.

2/3 0800 CONFIRMING NEW YORK 95.15 N 42.30 W

PRESENT STEED 15 2/4 44.00N 48.05W 98.5 GALE 12.6 PRESENT SPEED 16.5 WEATHER PERMITTING EIN ANBROSE 0500 2/7

REQUEST FOR RADIO PRATIQUE ALL ANSWERS NEGATIVE

NEW YORK ARR: 2/7 1620 (PILOT) BERTHED 1830 FOB-1200T SLD 2/11 1800. FOB 1160

BALTIMORE ARR. 2/12 1100 FOB 1120-SW 2/14 1915 FOB. 1100

5.5 EURYPATES V/34-1972 CHARLESTON: ARR 2/16 0700 (DOCKED FOB 102/-T SLD 2/17 2240 FOB 1004T POSITION -2/20.17.10 N- 75.39 W 16.73 102.5 ETH CRISTOBAL 2153 2 ERISTOBAL ARR. 2/21 1845 FOB 812 TRANSITS 0900 2200 BALBOA SLD 2/22 1510 FOB 1740 LIFTED 948T POSITION 2/26 12.21 N 104.43 W 16.88 102.5 3/1 13.37N 132.51W 16.95 102.3 3/5 1330N 161.06W 16.95-102.5 3/10 137 N-170.59 E 16.75-101.7 3/14 13.09 N-143.05 E 16.70-101.5 ETA MANICA 1754 2330 MIMILER ARR 3/17 2375 FOB 570 DOCAGD 0120 18TH 6TD NOW 18: 3/20 2325 FOB 532 ETH HONG KONG 2200 1300 HONG NENG ARR 3/22 1600 FOB 451 ETD PM 2-4TH SLD 3/24 1600 FOB 428 ETA KACHSTUNG 13.00 253 KADHSIUNG HRR 3/25 1330 BERTHED 1500 FOR 384 ETD TONIGHT SLD 3/25 2330 ETA KEELUNG 26TH 1400 BELLING-ARR 3/26 1430 BERTHED 1530 ETD 25TH NOON SLD 3/28 1130 ETA PUSAN NOON 30TH FOB 328 ARR. 3/30 0620 BERTHING 0955 ETD REVERTING THE RAIN ISHIV Be ARR 4/1 0535 FOB 1739 SLD 4/1 2240 FOB 1733 RUHAMA PRR 4/2 1930 FOB 1655 FTA 674

SLD 4/11 0700 FOB 1776 INCLUDING 195.5 REFLEN.

SITION 4/15 42.09 N 169.14 E 15.12 101.7 GALE

S.S. "EURYBATES, V/34

1972

FOSITION 4/17 PROCEEDING MIDWAY ORDER DIESTREE HOSPITAL
FIREMAN ANAGNOSTAKIS DIE SERIOUS ILLNESS
ETA 4/18 0700 ET.

MIDLUTY HER 4/18 PARAMEDIS BOARDED-PATIENT DISEMBARKED

FOSITION 4/22 25.09N 149.11W 15.8 101.9 4/26 20.12N 122.02W 16.35 103.3

4/30 12.49N 95.34W 16.73 102.5 ETA 0700 374 BALBOA ARR 5/3 0820 TRANSITS 1630 ETD CRISTOBAL 0300 475

CRISTOBAL SLD 5/4 0458 FOB 581

POSITION 5/5 16,22N 76.16:1 15.14 101.5 ROUGH SEA

5/7-2831N 74.27 W 101 16.48 WEATHER PERMITTING ETA AMBROSE 0540 975

5/8 0500 33.36N 74.11N 16.9 ETA AMBIBOSE 0530 970

NEW YORK ARR 5/9 0600 (AMBROSE) DOCKED 1500 FOB 200 SLD 5/12 2230 FOB 690 To (BUNKER SUPPLIED 545 T->

PUSITION 5/N 41.04N 51.32 N 104-17.10 5/18 47.30N 26.13 W 103.1-16.8 ETA TILBURY 215 1400.

LONDON ARR 5/21 SLD 5/24 1415, S.S. EURYBATES, V/35

HAMBURE HAR 5/25 1300 FOB SLD 5/27 0945 FOB

HHTWERP HRR 5/28 14.30 FUB 88

SLD 5/30 1530 FOB 1765 INCLUDING 1698 REPLENISONENTS

ROTTERDAM ARR 5/31 0520 FOB 1740 ETS 200 1700 (275 300)

POSITION (15 15 06 1-08 1700)

(16 47.45N 22.33N 16.2 102.1

(19 0900 41.08N 47.40N 16.3 103.1 MEATHER

PERMITTING ATA CHERCHLOPEN 124 1330.

(11 GALE ETA CHERCHLOPEN 1274 1900)

BALTIMORE HER GUSAS IN AMERICA LEFT HNCHORNEE 0500

SLA 6/13 1350 FOB 1210.

NEW YORK HER 6/14 0745 (DOCKED) FOB 1174 SLD 6/14 1815 FOB 1200

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S.S. EURYBATES. V-35
                                                              1972
EHARLES TON
                    ARR. 6/16 1035 (DOCKED) FOB 1086
                           6/16 1930 1078
POSITION
                          6/19 17.28 N 75.52 W 15.72 100.6
                                ETA CRISTOBAL 2011 2100
RISTOBAL
            APR 6/20 2210 FOB 865 TRANSITS 0900 2155
ALBOA
             SLD 6/21 1740 LIFTED 912 TOTAL 1757
5/7/0N
                   6/25 1200 N 102.52 W 16.18 100.3
                   6/29
                         12.28 N 129.57 W 16.26 100-
                         12.28 N 157.11 W
12 35 N 175 58 E
                                             16.3
                                                    100.1
                                             16.04 100.2
                   7/12 09.57N 152.6 E
            ARR 7/17 2310 FOR 407 POCKED 0930 1871
ETD PM 2000 WENTHER PERMITTING
NILI
18 NOAG
           ARK 7/25 2200 FOB 249 ETD 27 WOON WENTHER PERINT.
SLD 7/27 2030 FOB 326 ETA KEELUNG 28 HIDNIGHT
           ARR 7/29 0310 BERTHED 0910 FOR 253 ETD 8/1
SLAD 7/31 1945 FOB 227 ETH FUSHN 8/2 1600
ELUNG
          ARR 8/2 1930 (CHT HARBOR) BERTHED 2135 FOB 116
                5/4 0600 FOB
          FRR 8/5 0610 FUBILITO ETD 69 HORNING
         ARR 8/7 OLOGOUTER HARBOR THIS MORNING HONOUR
1. if in 1.; 9
                CINABLE DERTH DUE PROXIMITY TYPHOON AND FORT CLOSURE PROBABLY BERTHING TOMORRED PORTING TOMORRED
        SLD 18/13 1600 FOB 1735, INCLUDING 1971 REPLENISHMENTS.
 TION
               8/17 41.57 N 169.40 E 16.24 99.6 FOB 1529.
              8/20 41.05 N 156.52 W 16- 100.4 FOB 1316
3/24 33.05 N 127.21 W 16.10 97.6 FOB 1102
8/28 19.29 N 105.19 W 15.40 98.6 FOB 886 ROUGH 5=A.
BOR ARR 9/2 1110 FOB 615 TRANSITED 15:20 2ND
TOBIL SLD 4/3 01.15 FOB 600 ETA NEWJORK 7/8 0200
7/011
         9/4 17.13 N 75.52 W 15.32 97 FOR 521 ELUGH SEA
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S'S EURYBATES, V/35
                                                                             1972
    POSITION
                        9/7 0600 3355 N 74.05 W 16,3 97.8
ETA AMBRISE 97 0530 - ALL ANSWERS NEGATIVE
9/7 35.15 N 74.07 W 15.58 93- STRONG NE WIND
                              PRESENT SPEED 14 ETH AMBROSE STA 0800
   NEW YORK
                    ARR 9/8 0840 (AMBROSE) DOCKED 0950 FOB 308
SCD 9/12 2025 FOB 860 TOOK 6027
   POSITION
                        9/15 42.28 N 54.16 W 16.2 101.6
9/18 48.26 N 28.72 W 16.22 101.2
9/21 50.42 N 00 46 E 16.52 101.7
                                GTA ROTTERDAY PILOTS TODAY 2100
   ROTTERDAM
                   ARR 9/21 2330 FOB 407
SLD 9/23 1720 FOB 886 REPLENISHMENTS 500.8 T
  LONDON
                   ARR 9/24 1000 FOB 860
SLD 5/26 2130 FOB 831
S/S EURYBATES, V/36
  ANTWERP
                   ARR 9/27 0125 FOB 805
                   SLD 9/28 2355 FOB 1692 INCLUDING 897 REPLENISHHENTS
  HAMBURG-
                   ARR 9/30 0300 FOB 1634.
SLD 9/30 1900 DRYDOCKING FLASHING 10/2 0800
  FLUSHING
                  HRR 10/2 0800 FOB 1577
SLD 10/7 1200 FOB 1569
 POSITION
                        10/9 49.07N 21.37W 103.5 16.8 ROUGH SEN
10/11 45.51N 41.03W 102.8 16.3 ETH AMBROSE NEW 0300
 NEW YORK
                  ARR 10/15 0400 (DOCKED) FOB 1146
SLD 10/17 1505 FOB FOB 1122
BALTIMORE
                  ARR 10/18 0545 (DOCKED) FOB 1090
SLD 10/18 1515 FOB 1085
CHARLESTON
                  ARR 10/20 0145 (DOCKED) FOB 1021
                  SLD 16/20 1830 FOB 1020
POSITION.
                       10/23 16.43 N 75.55 W 16.5 102.5 ETA CRIST/11 24,1700
CRISTOBAL
                  ARR 10/24 1642 FOB 817 TRASSITS 25TH 0830
BALLOGA
                  SLB 10/25 1310 FOB 1700 RECEIVED 909 T
POSITION
                        10/29 12.30 N 126.01 W 17.42 1035 51.1
11/2 12.34 N 134.35 W 17.30 103.0
                               12.48 N 164.27 W 17.82 103.3 FOB 1098
12.48 N 166.16 E 17.62 1035 FOR 558
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1973

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S.S. EURYBATES W/36
 POSITION . 11/14 13.10N 144.20 E 17.45 103.1 ETA MANICA 1751 2350
              SLD 11/17 2350 FOR 532
SLD 11/19 2200 FOR 330
HONG KONG ARR 11/21 1230 FOB 451 ETO 23ED AM. SED 11/24 0730 FOB 1694 ETA KNOWSTUNG 25W AM
KAOHSIUNG ARR 11/25 0610 RTA KEELUNG 26TH 1400- FOB 1640
KRECUNG ARR 11/26 1425 - BERTHED 1730 ETD 28TH AM
SLD 11/28 1430 FOB 1590 ETA PUSAN 30TH 1200
PUSIN
             ARR 11/30 1495 FOB ETS 12/1 AM
SLD 12/1 1015 FOB ETA KOBE 240 AM.
KOBE.
            ARR 12/2 2240 FOB 1435
SLD 12/4 1500 FOB 1427
COKO WAMA ARR 12/5 1220 FOB 1375 FTD 8TH
SLD 12/9 0700 FOB 1705 INCLUDING 369.78 REPLENISHHENTS
PESITION
                 12/13 42.18N 168.07 E 96 14.6 GALE FOB 1522
12/17 41.33. N 160.04 W 101 15.08 ROUGH, PRESENT
                        SPEED 17 FOB 1331
                 12/20 33.34N 128.05W 17 104 FOB 1/33.
12/24 18.16N 103.46W 17.11 103,6 ETA BALBON 287 1700
           ARR 12/28 2151 FOB 731 TRANSITS 29TH 1400
ETD 29TH 2130 (CHNIL CONGESTION)
ALLOA
RISTOBAL SLD 12/29 2246 FOB 715 ETH NEWYORK 1/3 2000
SITION
                12/31 18,14N 75,03W 101.3 16.23 ETA AMBROSE
                                                     1/3 2/00
                1/2 31.20 N 74.18 W 16.58 103 FOB 535
                                                                      1773
                      ETA AMBROSE BRO 2100
W YORK
           ARR. 1/3 2100 (PILOT) 2250 DOCKED FOB 464
            SLP 1/6 1600 FOB 838 RECEIVED 4027
                1/10 44.04N 4340W 16.4 965 GALE PRESENT SPEED 17
1/12 48.54N 25.41N 17.3 102.8 FOB 550
ETA TILBURY 1574 NOON
SITION
                1/14 49 5311 05,48W 17.04 FOB 484
                                     ETA TILBURY 15TH NOON
WILLW
          ARR 1/15 1015 FOB.
SLD 1/18 1800
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She "ZIIRYBATES WAY

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s/ EURYK TES, V/37-
                                                           1973
  ANTWERP
                     1/19 0900
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 ROTTERDAM AKR
                     1/24 1800 ETS 27" 0200 FOB 239 Took 1508
                     1/27 0100 FOB 1721
 POSITION
                     1/29
                         49.37 N 19.47 W 16.82 102,4 FOB 1544
                         44.26d 45.35W 14.82 101.4. GALE
                    2/4 37.18 N 62.34 W 14 91 ROUGH WEATHER
                     2/5 38.05 N 69 43 W 17 101.6 FOB 1253
                          ETA CAPE HENRY 67 0600
BALTIMORE
                         1600 (THROUGH CAPE HENRY) DOCKED 1715 F
            ARR
SLI)
                    2/6 1600 THROW 2/7 1940 FOB
PosiTION
                          LTA HMBRUSE TODAY 2000
NEW YORK ARR
                    2/5 2030 (PILOT) 2210 DOCKED FOB 1132
                    2/10 1710 FOB / 11/2
CHARLESTON ARR
                   2/12 0810 DOCKED FOB 1013
2/14 0715 FOB 988
POSITION.
                    2/16 21.22N 74.13W 102.5 13.36 GALE
                                       ETA CRISTOBAL 18" 1230
CRISTOBAL ARR
                   2/18 1223 FOB 785 TRANSITS 197 0030
316BOG SLD
                   2/19 0847 FOB 1709 LIFTED 940
POSITION
                    2/23 12.43 N 106.12 W 101.8 16.6
                                                       FOB 1989
                    2/27 12.31 N 134.69 W 101.5
3/3 12.55 N 161.57 W 101.7
                                                16.5
                                                       FOB
                                                             12.82
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                                                       FOR
                                                             1075
                         12.5TN 129.39 E 101.7 17.0
13.10 N 141.22 E 102.2 16.7
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                                                             875
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                                                             671
                          ETA MANILA 159 1808
MANILA
                   3/15 1705 FOB 510 BERTHING 2100 ETD 170 1500
             ARR
                   3/18 1330 FCB 475 GIA HONG KONG 2014 DZOO.
             SLD
HONG KONG HER
                   3/20 0300 FUB 400 ETD 22 PM
3/22 1600 FUB 610 INCLUDING 300T REPLENISHMU.
ETA KAOHSIUNG 2300 1200
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	S.S. EURYBATES, V/37 1973
KNOHSIUNG	SHD 3/24 2330 HERTHED 1630 ETD 249 1600
KEELUNG	ARR 3/25 1500 BERTHED 1610 FOB 570 ETD 27 NOON SLD 3/27 1100 FOB 550 ETA PUSAN 29TH 0500 ARR 3/29 0730 FOB
PUEAN	ARR 3/29 0730 FOB ETD 3054 AM
Koße	ARR 5/31 1800 FOB 417 ETD 1930 200 SLD 4/2 1930 FOB 1188 INCLUDING 799.26 REPLEN- ETA YOKOHAMA 3RD 1700
YOKUHAMA	SLD 4/11 1300 FOB 1690 INCLUDING 640,26 REPL.
Posi-ion	4/15 42.40N 171.00 E 17 102.5 FOB 1500 4/18 40.43N 154.35N 102.4 FOB 1309 4/26 16.28N 100.26 W 1697 101.3 FOB 924 ETA BALBOA 30TH 0500
BALE: A	ARR 4/30 0500 FOB 749 TRANSITS 1330
CRISTO BIL	SLD 5/1 0153 FOB 731 ETA NEW YORK 574 2200
Position	5/2 17.22 N 75.37 W 14.65 100 FOB 630 ROUGH
NEL YORK	5/3 0700 21.49 N 74.20 W 17 100.5 ETA AMBR. (20200 S/5 0700 3452N 74.20 W 15.6 101.7 PRUGH SEA ETA AMBROSE 6TH 0300 SLD 5/8 1900 PLOT 0415 DOUGED 0630 FCB 472
	5/11 4035 5012 102.6 17.20 FOB707 5/14 4742 2515 102.9 16.85 FOB 564
radszitos.	ARR 5/17 2130 FOB
LOHDON	ARR. 5/20 0230H FOB 5/25 2000
ANTWERP	ARR 5/26 1100 FOB 276 SLD 5/28 2200 FOB 949
ROTTERDAM	ARR 5/29 1120 .
HAN BOURG	HRR 5/31 1930 SLD 6/2 1930

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Teb. 2,45 Lakonia	Tikoloos Venne
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Hore Kere Juny 75, 72

FULL N	AME	RANK	SEAMAN'S BOOK NO.		HIPPED RE WHEN	NATIONALITY	DATE AND PLACE OF BIRTH	NEXT OF KIN
LYTERATOS	Andress	Car/ter	697	Rot/dam	Fag. 51.72	Greek	E-7.22.34 Patroi	Hartach SOfia Lymboratou Vacileos Georgicu 259, Noon . Percon, Pirnoun, Greece.
propins	Dinitrios	A . B	1299	Rot/dam	Jan.18.72	•	Jun. 6.46 Evros	Paracketoula Dourda, Kipoi Ale droupolic, Greece.
ATPAINTES	Dimitrios	A . B	67291	Rot/dan	15y.31.72		Doc.22.49 Athons	Exatorini Gaitamidou,Fetrobas Kalithou,Athena.Gasees.
ACTATIOS	Spyridon	А.В	34596	Rot/dem	Pay.51.72	44	Hov.15.15 Kerhyra	Agnihi Komienou,Stavros Kariq Gracea.
.:03:145	Georgies	A . B	5999	Rot/dem	Fay. 51.72		Mar.15.29 Piracus	Standina Keera, Relekstroni - S Perara Fizzeur, Gree
BOUTERAS	Christos	А. В	19175	Rot/dan	Hay.51.72	•	Pob. 1.51 Korinyra	Pinitrios Soulismas, Ano Fauli- Resigna, Orocca.
MATERIA	Vacilios	А.В	9495	Rot/dan	Hay.51.72	п	Jan.30.53 Krets	Pranomil Kalaitankis,Kavaler Kisamou Hania,Kavte,Gresse.
ECLAID.	Јсва	A . B	33053	lianila	Peb.15.63	Fil/nos	Jul.18.45 Hindore	Georgio Minalo, 35-A Yelray Str C.O Fhilippines Iol.
3E310	Gideon	D . B	27189	Hanila	Fir.18,72	n	Jul.26.46 Penila	Melchor Oberio, 11-E Mirasol Cobbo, Q.C. Philippines Isl.
HITES	Guilerno	D.B	5926	Tanila	Jul.18.72	•	Jul. 6.40 Phnila	Lyndin Hiller, Fago Hamila Philippines Isl.
AFAILIOU	Icanis	Oiler	39550	Kanila	Mar.19.72	Creck	Noy. 8.43 Piracus	Men/nos Papailieu, Mikis 38 Athens, Greece.
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	FULL NAME RANK SEAMAN'S BOOK NO.		W	SHIPPED HERE - WHEN	NATIONALITY	DATE AND PLACE OF BIRTH	NEXT OF KIN	
ANTIPAS	Famigageles	Oiler	34166	Rot/dam	Eny.27.71	Grack	lay.17.33 Kefallinia	Spymiden Antypes, Memofenter . 7 Korydeles Firecus, Oreces.
fc livis	Sevastiancs	Fir/non	78261	Rot/dam	Fay.27.71		Sep. 8.50 Rodos	Enterini Politi, Kofalog Kos Dodekonissos, Grasce.
TITALIATO	senlerced S	Fir/man	19892	Rot/dea	1'=y.31.72		Dec.23.27 Kefallinia	
F11 C333	Elmoundo	Viper	22256	Marila	Jul.19.72	Pilipinos	Nov.16.43 Aleginos	Cremeencia Pela Comm, Coymay Alemines Pengueiman, Philipping
	703 Delfanios	Ass.Stou.	19260	linila	Jul.13.70	Fil/nos	Fob. 4.36 Kanila	Loreta Delos Santes, Lines, Alerinos Iengresinen, Filireiros.
ASIPIT	Rololfo	Mesaboy	31175	Panila	Jul.19.71	•	Scp.24.43 Alaminos	Florac Cacipit Alexanos Fanga- cir ma-Philippines Isl.
c/150	Salvador	Hossbay	61295	Minila	Jul.17.71	-	Sep.23.53 Aguilar	Polositas Commo, Undometa Panegacinan, Thilippines,
ASAVARA	Chrabell	Heseboy	52640	Fanila Rote/am	122.17,70		Cct.20.41 Panila	Dalootavan Hadalog, Aklan Philippinco Hol.
1.15	Fotios	Cock	2499	Corrie	Fry. 51.72	Grock	Sep.27.45 Lymnos	Atheracies Eslis, Fisini Lymon
C_M_O	Salcalo	Ass.Cook	37526	Panila	Nov.10.71	Fil/nos	May. 1.47 Alaminos	Valeriano Pambo Caguesy Alamin
CARIO	Rey	Wiper	29916	l'anila	Jul.22.72	Fil/nos	Cot. 7.50 Alcainos	Fengedinen , Philippines Isl.
CEPA	Crlando	App.Eng	69350	Panila	Jul.23.72	T11/nos		Haly R.Carmeio. Proni-Proni Fungmeinsh Aleminos. Finilip. Isl.
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φ =	λ =		(13)				Άριθ. Ι	Charles !
Διανυθέν διάστηι		ιάρκεια πλο	o'	Méan	TQÚT	ns	3	Merch 23.0. 1
ναυτικά μίλι	α	ώραι	λεπτά	الإ ١٤٤	λιαάνά	ώραν	5	1 1
Σάκρου : Σύνολον :		ιώρου :		24ώρ Σύνο			7	6
CONONCO:	1 11	wokov.		10810			8	

NEW LAWYERS 97-28 J. ORCSES, OULOU STREET ATHEMS SOL Forum Monse, Line Street Ionion Dear Sirs, We hereby beg to inform you that _____PANADALOS ANTYPAS sarving on obove ship as _____ Gradian ___ a _____Yokobana 20 from 1... Ipst of his left eye due to accident ... Repaired______By_air We are offending to his frequent and payment in communication with the owners. Yours truly

G. & N. L. DANIOLOSTA

V.

OUNTY

TIMARI DATO, P. D. Salo a Mchalmic Hospital Georgio 6-90 Yobok ma Japan Tel. (645) (681) 6836

September 7, 1972

Dear Jirs:

We have been treating fire Antypar. P. Since August 9, 1972 as he was suffering from extensive retinal detatchment of the left eye.

The finlings on the first consultation were:

Right vision Left " Applemation towardry Fundas (direct israge)

ltight.

= 1.0 (n.c.) = M. M. (n.c.) R. 19 L. 11 mm FG

Left

Total detatelment big rent

In short Arruga's encirculage was performed.

Till 20. August. The progress was good but that night he was exerted and moved much.

On 21. August. There was much bleeding from the left conjunctiva.

Although fundus because better till that time, the fundus of August 21, because bourred and could not see any. There was bleeding inside.

Applaintion tonometry R 20 Diamox was given On 22 August.

Bleeding and tension did not become better (56 mm HG)

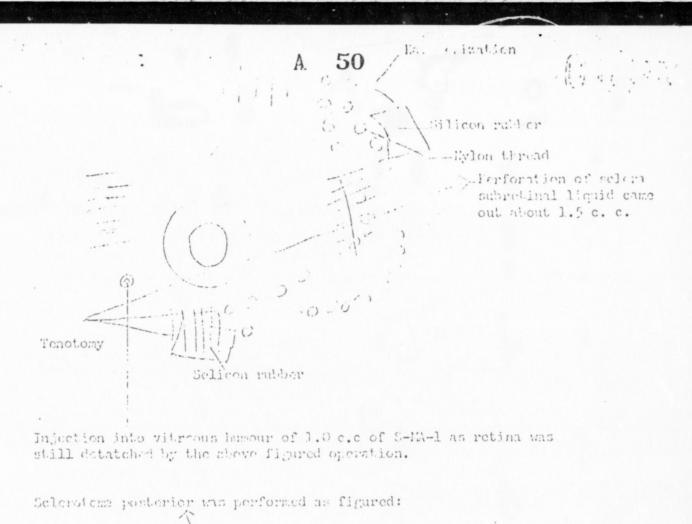
L 33 mm HG

He was hospitalized on August 9th and kept still.

He was operated on Aug. 14th as:

30)

WO DIT



The liquid aboved no germ even with cultivation.

From that time bleeding & pressure became gradually better but introocular opicity remained.

On 7. Sept.

V.S. == 0

Applanation tonometry

R 17

L 27 rum HG

He is now fit for travel but further treatment in Greece is necessary. He is not fit for duty at least for one north.

I remain yours truly

T. Sato (S)

TIEASI SATO, M. D. Sato bye Clinic Choecho 6-90 Yokohama Japan Tel. (045) (681) 0839

August 9, 1972

Dear Sir:

I have exumined Mr. Antypas, Panagagelos and found that he was suffering from retinal detatchment of the left eyes.

As this is a very dangerous disease, he must keep still under hospitalization with operation.

To perform the operation and to get the perfect result, it is necessary to hospitalize at least 1 month and to treat at least several months.

In case of operation he must keep absolutely quiet (do urine, book movement, enting etc. on bed) with both eyes closed. That must be difficult with language difficulties.

On the other hand, to send him back to Greece by plane, is very dangerous making the detatchment increase more to the total detatchment with blindness.

Therefore, the compromise way must be to perform prelimitnary operation with hospitalization for about 2 weeks to make him possible to come back to Grecce and there get the fundamental operation.

In any way he is not fit for duty at least for 2 months.

I remain yours truly,

T. Sato.

COPY

MESSES Far Last & Atlantic steamship Agencies Ltd. New Honcho building 24-2, 3chome, Hon-eno Naka -ku, Yokohama

" MARKET ACMAIL BURESTY

I have examined Ar. Antypas Panagagelos on the 8th of Aug, 1972 and found as follows:

Diagnose: L- Amotio retinae. Medical Treatment: Operation.

Note: Unfit for duty.

Garda M. D. (4,0)

TAKIYAMA OPHTHALMIC CLINIC A 53

RANNAL PUILDING G. D. ATTUA STH FLOOR)

5-26, ONOECHO, HARA-RU

YOROHAMA, JAPAN

TEL: 641-9501

Aug. 22, 1972

M-E-D-I-C-A-L R-E-P-O-R-T

I have examined Mr. Antypas Pangaelos on the 8th of Aug. 1972 and found as follows:

Diagnose: Amotio retinae

Note: Unfit for duty.

. Air repatriation necessary.

Kolchiro-Arinyma / 1/- D

RE: SS EURYE CES Injury to Antypas Panagagelos August 1972

STATESTIT OF CHIEF OFFICER G. FORTES

My name is G. Fortes. I am 30 years old. I reside in Kefalinia, Greece. I have been serving on board the SS EUNYBATES as Chief Officer since September 1970. I make the following statement in connection with the alleged injury to Oiler Antypas Panagagelos on or about August 9, 1972. Panagagelos signed on board this vessel as Oiler at the Port of Rotterdam on May 27, 1971. He signed Greek Articles. While on board the vessel, Panagagelos as Oil had the 3 to 12 watch. His duties consisted of a general routine each day. That is he performed the same duties each day such as taking temperatures of various machines and oiling amelinery in the Engine Room. He took his orders either directly from the Chief Engineer or from the officer on duty. Although I had no occasion to delegate duties to this oller, I was under the understanding that he performed his duties well while on board the vessel. I did not socialize with him either while on board the vessel or ashore. During his service on board the vessel with the exception of when he left the vessel on August 9, 1972, Panagagelos at no time requested medical attention and at no time did he complain to me that he was ill or had been injured during his service on board the vessel. Each time a seamin requests medical assistance or is injured on board the vessel an entry is made in the vessel's deck log. There are no entries pertaining to Panagagelos in the log book except that which was made when he got off the vessel on August 9, 1972. In that connection I state that on that date while the vessel was at the Port of Yokohama, Panagagelos approached me and stated that he wanted to visit a doctor ashore because his eye bothered him. He did not state the reason that his eye bothered him and) did not ask him way his eye bothered him. however, this

(41)

customary or board this vessel whenever a seaman requests to see a doctor he is taken ashore for an examination. The scaman thereafter proceeded to a doctor ashore in Yokohama, along with other seamen and thereafter returned to the vessel and presented me with a medical report issued by the doctor. The medical report as I recall stated that someone representing the vessel owners should contact the doctor immediately as the oiler's condition was considered to be serious. I thereafter immediately prosented this medical report to the Master of the vessel at which time the oiler again returned to the doctor ashore and sometime after that returned to the vessel, gathered his clothes and again went ashore. As stated above, this oiler at no time complained to me that he was ill prior to the vessel's arrival at Yokohama and at no time during his service on board the vessel did he state that he sustained an injury either on board the vessel or ashore. I further state that the oiler performed his duties each day while on board the vessel and when I observed him about the vessel he appeared to be in good health. I, G. Fortes, have read the above statement consisting of two and one part handwritten pages and state that it is true and correct.

Signed by G. Fortes

Witnessed by: John Kissanis on board SS EURYBATES, Baltimore, Md. October 18, 1972.

RE: 3 PUPYMATES tajacy to Antypas Panagagelos Angust 1972

STATEGOR OF COLEF LEGILEGE BIC LALLOWIS

My name is Nic Lalaounis. I am 41 years old. I reside in Piracus, Greece. I have been serving on board the vessel SS EURYPATES as Chief Engineer since December 6, 1971. I make the following statement in connection with the alleged injury to Oiler Antypas Panagagelos on or about August 9, 1972. When I signed on board this vessel Panagagelos was already serving on board as Oiler. He had the 3 to 12 watch and his duties on board the vessel consisted of mainly taking temperatures and oiling machinery in the Engine Room. We followed a general routine during his watch hours. However, on occasion he performed overtime duties in the Ungine Room such as painting and cleaning the area of the Engine Room. However I state that overtime work is optional a d a seaman is not required to work overtime if he does not wish. While on board the vessel the Oiler performed his duties well and I have no complaints regarding his work. I did not socialize with the Oiler either on board the vessel or ashore. During my service on board the vessel with Panagagelos he did not miss a day's work and at no time did he complain to me that he was ill or had sustained an injury. No other seaman complained to me that Panagagelos complained to them that he was ill or had sustained an injury while on board the vessel. I further state that each time I observed Panagagelos about the vessel he appearedhealthy and at no time did I suspect that he was not feeling well. I state that when the vessel arrived at the Port of Yokohama on August 9, 1972, the Second Engineer who is no longer serving on board the vessel approached me and advised that Panagagelos approached him and stated that his eye was hurting him and he wanted to visit a doctor ashore. At that time I told the

Second Engineer that Panagagelos had my permission to visit a doctor. I did not speak with Panagagelos at that time until he returned from the doctor at which time he approached me and stated that the doctor told him that there was something in his eye. Sometime subsequent to this while the vessel was still at Yokohama I was informed by the Master that Panagagelos was to remain ashore for medical treatment. I did not speak with the Oiler subsequent to that time and as stated above at no time did he inform me that he was injured during his service on board the ressel nor did I ask him why he had problems with his eye. During his service on board the vessel Panagagelos was well liked and as far as I am aware he had no personal disputes with other cremmembers. I, G. Fortes, of the SS DURYBATES have read and have translated the above statement consisting of two and one part pages to Kic Lalaounis and he states that it is true and correct.

Signed G. Portes

Witnessed by: John Kissanis on board SS EURYDATES, Daltimore, Md., October 18, 1972

RU: SS E AVANTES Injury to Intypus Panagagalos August 1972

STATEMENT OF OIL H: PAVLOD GEAPITMANTS

My name is Pavlos Giapitzakis. I am 27 years old. I reside in Athens, Greece. I have been serving on board the SS EURYEATES as oiler for four months and as apprentice engineer for the past one month. I make the following statement in connection with the alleged injury to oiler Antypas Panagagelos on or about August 9, 1972. When I first signed on board the vessel as oiler Panagagelos was serving on board as oiler. I had the 12 to 4 watch and Panagagelos had the 3 to 12 watch. Our duties on board the vessel as oiler consisted of a general routine. That is we performed the same duties each day with the exception that the oiler who had the 8 to 12 watch had an additional duty each morning at 0300 which consisted of feeding about a quart of chemical into the boiler in the engine room. The chemical is stored in a drum of about 25 gallons which is located near one of the two turbine generators on the second deck in the engine room. Each morning at 0800 the oiler on duty carvies about a quart of this chemical and feeds it into the ship's boiler which is about 20 meters from where the drum is stowed. The drum is positioned on its end near the ship's bulkhead on the steel deck with a nozzle in order to allow the chemical to flow out easily when the nozzle is turned open. As stated above the drum is located a few feet away from one of the large turbine generators. There is a railing around the generator about four feet from the deck of the engine room. This is the only additional duty the 8 to 12 oiler performs while on duty. In any event while the vessal was docked at the Port of Manila on or about July 17, 1972, I observed Panagagelos about the vessel and at that time I asked him how he was and he stated that his eye was hurting him. I then asked him what had happened and be then stated

that he was hurt I believe he said about one or two weeks prior while the vessel was at sea in the area of one of the turbine generators while he was preparing to feed the chemical as stated above in the boiler. That was all that was exchanged about the incident with Panagagelos. Subsequent to this I would observe Panagagelos about the vessel and I would ask him how he felt and he would state that he could not see well out of the of his eyes. Each time I approached pin subsequent to this he would state this to me. I remember that after the vessel arrived at the Port of Mobe on or about August 5, 1972, I saw Panagagelos about the vessel and he informed me that he was going to see a doctor ashore. After that Panagagelos returned to the vessel and I asked him how he was and he stated that the doctor at Robe advised him to remain ashore for medical treatment. At that time Panagagelos stated that he would wait until the vessel arrived at Yokohama at which time he would see another doctor to get another opinion. Subsequent to this the vessel-arrived at Yokohama and I remember that I observed Panagagelos about the vessel and he informed me that he was going to the doctor. After that Panagagelos returned to the vessel and informed me that this doctor too stated that he should remain ashore for an operation because he was seriously injured. I did not see Panagagelos subsequent to that time. I want to state that I got along well and so did other crewmembers with Panagagelos. I knew that he was not married and I believe he said he had one brother. I did not go ashore with Panagagelos at any time because we had different watches. I, G. Fortes, Chief Officer of the SS EURYBATES have read and have translated the above statement consisting of three and one part pages to Pavlos Giapitzakis and he states that it is true and correct.

Signed by G. Fortes

Witnessed by: John Rissanis on board SS EURYDATES, Baltimore, Md., October 14, 1972

Inju / to Antypas Panagagelos August 1972

STATISHED OF OILER JOIN OLOFILION

My name is John Qaqailioy. I am 29 years old. I reside in Athens, Greece. I have been serving on board the SS EURYDATES as oiler for the past 37 months. I have the 4 to 0 watch. I make the following statement in connection with the alleged injury to oiler Antypas Panagagelos on or about August 9, 1972. When Panagagelos signed on board the vessel I was already serving on board the vessel and when he came on board during our service on board the vessel together we shared the same cabin. I did not know Panagagelos prior to when he served on board the vessel. I did not socialize with Panagagelos very much either on board the vessel or ashore mainly because we had two different personalities and also because we each had different watches. We did get along well together and we had a friendly relationship. Panagagelos was about 38 years old and I knew that he was not married. I never went ashore with Panagagelos. I remember that approximately one week prior to the vescel's arrival at Yokohama I noticed Panagagelos about the vessel and I asked him how he was and he stated that his eye was hurting. I then asked him what happened and be stated that he had an accident in the engine room. That is all that was said and we thereafter continued on our separate ways. Subsequent to this I would observe Panagagelos in our room and about the vessel and he would state that his eye was still bothering him at on several occasions I suggested that if it continued to bother him he should visit a doctor ashore. I state that subsequent to the time I was informed by Panagagelos about his problem with his eye he continued his work each day and other than the fact that he would state that his eye bothered him he appeared perfectly healthy. As oilers on board the vessel both Panagagolos and myself followed a general routine in the engine room. That is we performed the same duties each day with the exception that being that Panagagelos had the

8 to 12 watch one of his duties consisted of feeding the boiler in the engine room with about a pint of chemical each morning at 0300. Other than that we did the same job on board the vessel. After the time Panagagelos first informed me that his eye hurt him the vessel stopped at various Japanese ports and when the vessel docked at Yokohama Panagagelos informed that he was going to visit a doctor ashore to examine his eye. Subsequent to this Panagagelos returned to the vessel and I observed him gathering his clothes at which time he told me that he was going to remain ashore for medical treatment. That was the last time I saw him and nothing else was aid. I further want to state that while Panagagelos was serving on board the vessel he was well liked and as far as I was aware he had no personal disputes with any other crewmember nor did I suspect that he had a drinking problem. I, G. Fortes, Chief Officer of the SS EURYBATES, have read and have translated the above statement consisting of two and one part pages to John Ququilic and he states that it is true and correct.

Signed by G. Fortes

Witnessed by: John Kissanis on board SS EURYBATES, Baltimore, Md., October 18, 1972

RG: SS Lary Ares Injury to Antypas Danagagelos August 1972

STATUTET OF PIREMAN CHEASINGS STEPAMAYOR

My name is Gerasimos Stefanatos. I am 47 years old. I reside in Refalonia, Greece. I have been serving aboard the SS EUNYDATES as Fireman for the past five months. I make the following statement in connection with the alleged injury to oiler Antypas Panagagelos on or about August 9, 1972. When I first joined this vessel Panagagelos was serving on board as oiler. I had the 8 to 12 watch and so did Panagagelos. My duties as fireman mainly consist of a general routine such as checking machinery and gauges in the engine room. While on board the vessel I observed Panagagelos on duty in the engine room on many occasions. He appeared for his watch each day and I heard that he performed his duties well. I state that each time I observed him throughout the engine room he appeared perfectly healthy and at no time did he inform me that he was ill or had sustained an injury either ashore or on board the vessel. I remember that after the vessel arrived at Kobe, Japan, Panagagelos approached me and stated that he went to a doctor ashore who told him that his eye was in serious condition. I asked him at that time what had happened and he stated that he had an accident in the engine room sometime prior. I then asked him why he did not mention it to anyone and he stated that he did not think it was serious at that time. He did not tell me when he had his accident. After the vessel left Robe I again noticed Panagagelos in the engine room on duty each day and on one occasion he stated that he was going to another doctor when the vessel arrived at Yokohama. I, G. Fortes, Chief Officer of the SS EURYBATES have nead and have translated the above statement consisting of one and one part pages to Cerasimos Stefanatos and he states that it is true and correct.

. Signed by G. Fortes

Witnessed by: John Elamania on board on SURYBAGES, Baltimore, Ed., 1972

RE: SS (DEVENOUS

Injusy to Antypas Panagagelos August 1972

STATEMENT OF THIRD INCLUDER JOHNY SUKARHAN

My name is Johnny Sukarman. I am 50 years old. I reside in Indonesia. I have been on board the SS EURYPATES for the past 10 years and as Third Engineer for the past four years. I make the following statement in connection with the alleged injury to Oiler Antypas Panagagelos on or about August 9, 1972. /Panagagelos signed on board the vessel as Oiler, I was serving on board as Third Engineer. Panagagelos had the 8 to 12 watch and so did I. The duties of the 8 to 12 oiler consisted of a general routine mainly of checking temperatures and oiling various types of machinery throughout the Engine Room. In addition to these duties the Oiler and in fact any other crewmember in the Engine Room has a duty to keep watch over the ship's evaporator. This evaporator consists of a steel box filled with water which is located in the second deck of the Engine Room. This box is secured to the ship's bulkhead and it is the duty of any person in the Engine Room to keep an eye on the water level of this evaporator box and when the water reaches below a certain level the person observing this turns a Lozzle and in turn water flows into this evaporator until it reaches the level at which it is required. In addition to filling the evaporator box with water the person must also pour some evaporator treatment chemical into the evaporator box. This chemical is contained in a 10-gallon drum which is stowed about 10 feet from the evaporator box. The person on duty simply fills out a can of about a quart of this powdery chemical and carries it to the evaporator box and then pours it into the evaporator box. In addition to oiling and checking temperature

about the engine room, these are the only duties of an Oiler in the engine room except when he is working overtime at which time he might be doing things such as painting and cleaning the engine room. The oiler has nothing to do with the operation of feeding chemical into the boiler as this is the fireman's duty. While serving on board the vessel Panagagelos performed his duties well. He never complained to me that he was injured while on board the vessel. I did not socialize with him at all and I only spoke with him while on duty in the engine room. I remember once we were about three days prior to when the vessel arrived at the Port of Kobe when I observed Panagagelos on duty standing in the engine room and he was rubbing his eye. I approached him and asked him what was wrong and he stated that at times he got dissy and could not see out of one of his eyes. At that time Panagogelos stated that at the next port he was going to see a doctor. After the ship left the next port of call, Kobe, I again noticed that Panagagelos worked his watch; however, I did not discuss/him the problem he told me he had with his eye. He continued his work on board the vessel and appeared to be in good health. At no time did he complain to me that he was ill and as stated above he did not mention to me nor did any other crewmember mention Panagagelos sustained an injury while on board the vessel. Subsequent to the vessel's departure from Yokohama I did not see Panagagelos and the Chief Engineer stated that he left the ship. I, G. Fortes, Chief Officer of the SS EURYBATES have read and have translated the above statement consisting of two and one part pages to Johnny Sukarman and he states that it is true and correct.

Signed Johnny Sukarman

Witnessed by: John Rissanis on board SS EURYBATES, Baltimore, Md., October 18, 1972

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February 20, 1973

10 1 0 1 0 1 0 0 0 0 0 0 0 0 0

- The first time that I ememined Dr. ANTIPAS PARAGRAGENCE, age 39, an oiler of the S/s EURYDATES, was on october 15th, 1972 at the Bye Clinic of "LAIKON NOSONETICS"
- The examin con showed an atrophy of his left eye with complete loss of eye-sight.
- Ca duly lat, 1972 he had contained head injuries and due to severe pains he felt, he was admitted to a Japanese hospital where destors diagnosed a dislocation of reting. The rations underwent a proper operation but without any success as he biscoff teld he.
- On September 3rd 1972 postions returned to Greece where he visited the effice of P. D. Narchessini & Co. (Nellas) Add. and was given a letter for the doctors to exemine him and to precaribe the proper therapy.
- he tive to the eye clinic of "DAT'ON He was unformed of his eye, went on his erm initiative to the eye clinic of "DAT'ON He was unformed on devicember 19, 1972 where in opite of an intense therapy and the accepts efforts his eye condition was not improved.
- On Cotober 22, 1972 I again visited the "A. HOCOMENION" to examine the patient but he was discharged on Cotober 19, 1972.
- On December 5, 1972 the patient colled at my effice. Associations and analysis of block, wring, anger, shall X-ray photos proved nothing pathologically.
- In Recember 7th, 1972 the patient came back to my office and I gave him a ticket for a rearralogical examination which was performed by Mr. P. Haka, a neurological, but proved pathologically nothing again.
- On January Cth, 1975 I gave him an exemination ticket for an electro-encephalography which was perferred on January 11, 1975 and proved that the electro-encephalography was within physiological limits.
- On January 16, 1973 this patient visited again my office and I gove him a ticket again for againsto to the eye clinic of "LARCH MOSCACHICA" for the final phase of his therapy.
- On January 24, 1973 I visited the above hospital to follow up the condition of his therapy but,
- HE HAD BOT AFFEARED AND WAS NOW ADMITTED INCO THE HOSFITAL.
- A few days later he should me that due to his father's ill health he was unable to go to "L. NOJOGENION" and that he would go there only when his father's health permitted it.
- Since then and up to now I never saw the patient again.

January 11, 1973

ELECTROESCEPHALOGRAPHY
of Mr. Antypas Panaggelos
(ordered by Doctor Tsoutis)

a frequency 11/2, low power, without noteworthy asymmetry between hemispheres. A good reaction of exclusion of both. Rare scattered waves on both sides. Over-breathing does not cause a noticeable change of the diagram.

Conclusion: Electroencephalography within physiological limits.

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HEDICAL HOTE

Mr. Antypas Panaggelos, Age 40, 78 Kenophon Street, Korydallos was sent by Dr. Tsoutis for examination. As a result of an objective neurological examination, he was found not to show anything pathological.

January 11, 1973.

1200

Rouse Service Asigenous

THIS AGREETINT, entered into : / and between the undersigned this / 63 day of / 2000 1959:

WITHESSETH:

Article 1. Certain of the parties hereto are owners of vessels for the transportation of cargo and/or passangers; and, in addition, said parties may from time to time become the charterers of other such vessels.

Article 2. This agreement covers the establishment and maintenance by the parties hereto of joint cargo and passanger service under the trade name "Marchessini Lines" in the trades between ports of the United States, including flaske and Haweii (but not including transportation with the purview of the constraint laws of the United States), and ports in the Republic of the Philippines; the United Mingdom of Great Britain and Morthern Ireland; Republic of Treland; Continent of Europe, including Seculiaritie; Canada; Mexico: Central America; Cuba; West Indies; Caribbean Sec ports; Urugusy; Argentina; Breadl; Colombia; Venezuela; Eduador; Peru; Chile; Union of Soviet Socialist Republics; Ceylon; Laos; Vietnas; Cambodia; Europ; Singapore; New Guine; Islands in the Pecific Cocan; Australia; Marchuria; Gealand; Teamonia; Iran; Kuwait; Manchuria; west Co... and East Cocat of Africa; Union of South Africa; Madagescer; the Acores; Madeira; Canary Islands; Cape Verde Islands; the Islands of San Thome and Fernando Poo; and Icaland.

Article 3. Each party shall delegate to its general agent,
P.D. Marchessini & Co., Ltd., Lendon, England, and empower the latter to
redulegate to its subagent in the United States, P.D. Marchessini & Co.
(Marchessini & Co.

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P.D. Marchessini & Co., Ltd., London, either directly or through such subsecent as the latter may capley for that purpose.

The parties shall doo delegate to the Agents full and complete authority to be exercised by P.D. Marchessini & Co., Ltd., London, outside the United States and by P.D. Marchessini & Co. (Maw York), Inc. in the United States, respectively, on their behalf: to fix rates; to allocate the townage furnished by them; to space the sailings in the joint service; to appoint and remove subagents; to apply for membership in and withdraw from such conferences as they may doem advisable; to settle cargo and passenger claims for the account of the vessel; and generally to perform all such duties and make all such other decisions as may be necessary or advisable in the fulfillment of management control of the joint service.

Article 4. The joint service may become a party to, and may resign or withdraw from, any agreement which is subject to the United States Shipping Act, 1916, as amended, and which chall have been duly approved by the governmental agency charged with the administration of said Act, and which shall provide for the establishment of a conference, a pool, a joint service or other lawful arrangement. The joint service shall get as a single member or party to such agreements and shall be represented in such conference, pooling, joint service or other agreements, by the Agents or such other person, firm or corporation as the Agents may designate in a writing filed with the respective conference, pool or joint service and with the governmental agency charged with the administration of the Shipping Act, 1916, as smended. Until such a writing be filed with that agency the signature to such conference, pooling, joint service or other agreements in instances where the conference is domiciled or the pooling or other agreement is administered outside the United States shall be in the following form:

> Commenia Maritima San Basilio, S.A. Sociedad Maritima San Nicolas, S.A.

Dy: P.D. Marchessini & Co., Ltd., London, Agent

Dy: (Name and title of person signing)

In instances where the conference is demiciled or the pooling or other agreement is administered in the United States, the signature to such conference, pooling, joint service or other agreement shall be in the following form:

Compania Maritima San Basilio, S.A. Sociedad Maritima San Nicolas, S.A.

Dy: P.D. Marchessini & Co. (New York), Inc., Agent

Ey: ____(Name and title of person signing)

Article 5. In the case of any trades or traffic within the scope of this agreement with respect to which the rates, charges, and practices are not prescribed by any conference or any other agreement which shall have had approval of the governmental agency charged with the administration of the United States Shipping Let, 1916, as amended, and of which the joint service shall be a member, the rates, charges and rules setting forth the practices covering such trades and traffic established and maintained by the Agents shall be furnished promptly to the governmental agency charged with the administration of the United States Shipping Act, 1916, as amended.

Article 6. The parties shall cooperate to supply temmage for the joint service as their owned and chartered vessels are available, but no def. nite proportions of participations have been agreed upon.

Article 7. Bills of Lading and passenger tickets shall clearly show the names of the companies, parties to this agreement, for whose account the particular vessel is operated. Copies of all bill of lading forms, dock receipt forms, and passenger ticket forms shall be furnished promptly to the governmental agency charged with the administration of Section 15 of the Ship ing Act, 1916, as amended.

-4-

Article 8. Conference admission fees, dues and expenses and deposits required by any conference to guarantee fulfillment of conference agreement terms shall be borne by the parties hereto in proportion to their participation in each calendar year in the service covered by the conference concerned.

Article 9. Any common calfor by totar, engaged in the trades covered; by this egreement, or any of them, and operating under the management of the Agents or who has signified its intention to so engage and so operate, may with the consent of all the parties hereto become a party to this agreement by signing a counterpart hereof, but such participation shall not be effective until an appropriate modification providing for the admission of said additional party and the new form of signature of the joint service to conference, pooling or other agreements shall have been approved by the governmental agency charged with the administration of the United States Chipping Act, 1916, as amanded.

Article 10. This egreement may be cancelled by any party giving written notice to the other parties and to the governmental agency charged with the administration of the United States Emipping Act, 1916, as amended. Upon such notice being given, the parties hereto shall give notice also of resignation or withdrawal from every conference, pooling or other agreement to which the joint service is a party, in order that such resignations or withdrawals shall become effective simultaneously or as near thereto as pessible with the termination of this agreement; provided, however, that this agreement shall remain in full force and effect until all such resignations and withdrawals shall become effective.

Article 11. This agreement shall become effective as soon as but not until the same shall have been approved pursuant to the provisions of Section 15 of the Shipping Act, 1916, as amended.

IN WITHESS WHEREOF, the parties hereto have equied this agreement to be executed by their representatives thereunto duly authorized.

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COLUMNIA MANITEMA SAN ENGLIO, O.A.

SCOTEST TO INVESTIGATION OF WAR

Dy: 10 16 65 65 61 Commerciale.

this 25 day of March '1950:

WITHESSETH:

1. The parties hereto agree that Article 2 of their agreement dated December 1, 1959, and approved by the Federal Maritime Fourd February 1, 1960 (Federal Maritime Board Agreement No. 8423), is hereby emended so as to read as follows:

"Article 2. This agreement covers the establishment and maintenance of the parties hereto of a joint cargo and passenger service under the trade name 'Marchessini Linea', in the trades between ports of the United States, including Alaska and Hawaii (but not including transportation within the purview of the coastwise laws of the United States), and ports in the Republic of the Philippines, the United Kingdom of Great Britain and Horthern Ireland, Republic of Ireland, Continent of Europe, including Scandinavia, Canada, Mexico, Central America, Cuba, West Indies, Carlbbean Sea, South America, Union of Soviet Seciolist Republics, Ceylon, Laos, Vietnam, Cambodia, Burms, Republic of Singapore, Thouland (Sinm), China, including Hong Mong, Japan, Formeca, Tederation of Malaya, Ropul ic of Indonesia, New Guinea, Islands of the Pacific Occan, Saudi Arabia, Australia, New

Zealand, Tasmania, Iraq, Iran, Kuwait, Manchuria, the Continent of Africa, India, Pakistan, Madagascar, United Arab Republic, Lebanon, the Azores, Madeira, Canary and Cape Verde Islands, the Islands of San Thome and Fernando Po, and Iceland."

2. This modification shall become effective as soon as but not until the same shall have been approved by the Federal Maritime Board pursuant to \$15 of the Shipping Act, 1915, as amended.

COMPANIA MARETIMA SAN PASILIO, S.A.

G. Gigantes (President)

SOCIEDAD MARITIMA SAN MISCLAS, S.A.

or Collectelle

P.D. Marchessini (President)

PLETAD. THARCHERSTHI & CO., LTD., London, England (hereinafter called the "AGENT") and COMPANIA MARITIMA SAN BASILIO, S.A. (hereinafter called the "OWNER"),

WITNESSETH:

WHEREAS the OWNER wishes to have adequate representation throughout the entire globe for its vessels, and the OWNER desires to give the exclusive management and operation of its vessels to the ACENT, and the AGENT is ready and willing to undertake the exclusive management and operation of said vessels,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the parties hereto agree as follows:

- That the AGENT shall have the exclusive representation throughout the world for said vessels of the OWNER, at the following compensation payable monthly by OWNER:
 - (a) Agency fee of Cne Hundred Fifty (\$150.00)
 Dollars for each call at a United Kingdom or continental
 port by any vessel;
 - (b) Commission on charter fixtures closed by ACENT at one and one-quarter percent (1-1/4%) on gross freights, demurrage, dead freight, and all other charter fixtures compensation earned by any vessel;
 - (c) Commission on general cargo bookings closed by AGENT at two and one-half percent (2-1/25) on general cargo bookings.

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(d) Commission at one-half percent (1/25) on collections made by AGENT covering gross freights, general eargo bookings, demurrage, dead freight and all other charter fixtures compensation carned by vessels, less deductions allowed under charter party terms.

The above rates of compensation shall be subject to renegotiation between the parties at any time and from time to time after ninety (90) days from date hereof.

- 2. That the OUNER will at all times maintain sufficlent credit with the ASENT for the estimated cost of demestic and overseas excenses and disbursements for bunkers, port dues, aloney fees, and other disbursements, paid of incurred at domestic and overseas ports.
- 3. If any leans are advanced at any time by the ABENT to the CHMER, the amount so loaned shall bear interest at the rate of four percent (4%) for the period during which they remain unpaid.
- 4. That the AGENT is herein authorized to appoint such Agents or Limited Agents for the CUNER for representation in various points throughout the globe on the same terms and conditions as hereinabove provided.
- 5. This Agreement may be terminated in whole or in part by fifteen (15) days' written or telegraphic notice by either party.
- 6. This Agreement shall be deemed to be automatically renewed for two (2) years from date and from year to year thereafter, unless terminated in accordance with Clause 5 of this Agreement.

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7. This Agreement supersedes previous Agreement dated July 2, 1955, between P. D. MARCHESSINI & CO., Ltd., London, England (herein called the AGENT) and COMPANIA MARITIMA SAN BASILIO, S.A. (herein called the OWNER).

IN WITNESS WHEREOF, the foregoing Agreement has been signed and executed by the parties hereto the day and year above written.

COMPANIA MARITIMA SAN BASILIO, S.A.

ilt.

P. D. MARCHASSINI & CO., LTD. (London)

By:

Witness: Worker,

THEMORANDUM OF CHMEMENT dated June 30, 1960, between P. D. MARCHESSINI & CO. (NEW YORK), INC., a New York
corporation, of 21 West Street, New York City, New York
(hereinafter called the "LIMITED AGENT") and P. D. MARCHESSIN
& CO., LTD., London, England (hereinafter called the "GENERAL.
AGENT"),

WITNESSETH:

WHEREAS the GENERAL AGENT is the general agent for all vessels of COMPANIA MARITIMA SAN BASILIO, S.A. (hereinafter called the "OWNER") of Panama City, R.P., a corporation organized under the laws of the Republic of Panama, pursuant to an Agreement dated July 2, 1956 and superseded by an Agreement dated June 30, 1958; and

authority granted it under aforesaid Agreement dated
June 30, 1958, to give the exclusive agency in the United
States of America of the vessels of the OWNER to the LIMITED
AGENT, and the LIMITED AGENT is ready and willing to undertake and act as agreed in the United States upon arrival of the vessels of the owner in the United States,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the parties hereto agree as follows:

1. That the LIMITED AGENT shall have the exclusive agency in the United States of America of the vessels of the OWNER, at the following compensation payable monthly on behalf

of the OWNER:

- (a) Agency fee of Five Hundred (\$500.00)

 Dollars per calendar month or pro rata thereof for each time-chartered vessel only;
- (b) Agency fee of One Hundred Fifty (\$150.00)

 Dollars for each call at a continental United States

 port by any vessel;

The above rates of compensation shall be subject to renegotiation between the parties at any time and from time to time after ninety (90) days from date hereof.

- 2. That the GENERAL AGENT on behalf of OWNER will at all times was tain a efficient credit with the LIMITED AGENT for the estimated cost of domestic disbursements for bunkers, port dues, agency fees, and other disbursements, paid or incurred at unmestic ports.
- 3. If any locas are advanced at any time by the LIMITED AGENT on behalf of the OWNER or the GENERAL AGENT, the amount so advanced shall bear interest at the rate of four percent (4%) for the period during which they remain unpaid.
- 4. This agreement may be terminated in whole or in part by fifteen (15) days written or telegraphic notice by either party.
- 5. This agreement shall be deemed to be automatically renewed for two (2) years from date and from year to year thereafter, unless terminated in accordance wit. Clause.

4 of this agreement.

IN WITNESS WHEREOF, the foregoing agreement has been signed and executed by the parties hereto the day and year above written.

P.D.MARCHESS,MI & CO., LTD., London

By (. S. 1827) (2000)

Witness: / // Jok Un

P.D. MARCHESSINI & CO. (NEW YORK), INC.

By amanfan-

Witness:

the August

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	STA	TE OF N	EW YORK, COUNTY OF	NEW YORK			
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		Attorn	has been compared by the undersigned with the original and found to be a true and complete copy. shows: deponent is an associate with the firm of POLES, TUBLIN, PATESTIDES MARITIMA SAN BASILLO S.A., et al., in the within action.				
	Check Applicable	CIA	true to deponent's own and that as to those m	ries n knowledge, except a natters deponent belie	as to the matters there we it to be true. This	and knows the	neponent has read the foregoing the contents thereof; the same is leged on information and belief,
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			The grounds of deponers Based upon	ent's belief as to all r the file and	natters not stated upon material fur	n deponent's kno nished by	wledge are as follows: defendants
	The u	ndersign	ed affirms that the forego oruary 6, 1975.	ing statements are tru	ue, under the penalties	of perjury.	
							16. //
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